

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN  
COURT FILE NO.: 03-CV- 0510 C**

Penny Lee Anderson and  
Russell D. Anderson, Sr.,

Plaintiffs,

-vs-

**AFFIDAVIT OF JOHN H. GOOLSBY**

Trans Union, L.L.C.;  
Experian Information Solutions Inc.;  
CSC Credit Services, Inc.;  
Equifax, Inc. d/b/a Equifax Information Services  
LLC,

Defendants.

John H. Goolsby, Esq., being duly sworn and upon oath, deposes and says as follows:

1. That I am one of the attorneys representing Plaintiff in the above-entitled matter. I submit this affidavit in connection with Plaintiffs' Opposition to Defendants' Motions for Summary Judgment or Partial Summary Judgment.
2. That attached hereto as Exhibit A is a true and correct copy of the deposition of Janice Fogleman.
3. That attached hereto as Exhibit B is a true and correct copy of CSC Frozen Scans.
4. That attached hereto as Exhibit C is a true and correct copy of excerpts of the deposition of Kimberly Hughes.
5. That attached hereto as Exhibit D is a true and correct copy of ACDV from Experian to CCB, Aug. 8, 2000.
6. That attached hereto as Exhibit E is a true and correct copy of Thomas J. Lehner testimony before Congress.

7. That attached hereto as Exhibit F is a true and correct copy of Declaration of Kelly Clinton Opp'n to Plaintiffs' Am. Mot for Class Cert. in Anderson v. Capital One Bank, File No.: 04-C-0096 C (W.D. Wisc.).
8. That attached hereto as Exhibit G is a true and correct copy of American Express denial letter (front and back), Aug. 19, 2002.
9. That attached hereto as Exhibit H is a true and correct copy of excerpts of the deposition of Edward McKenna, with selected exhibits.
10. That attached hereto as Exhibit I is a true and correct copy of excerpts of the deposition of Eileen Little.
11. That attached hereto as Exhibit J is a true and correct copy of excerpts of the deposition of Emily Meatte.
12. That attached hereto as Exhibit K is a true and correct copy of excerpts of the deposition of Brian Barton.
13. That attached hereto as Exhibit L is a true and correct copy of Olwell v. Medical Information Bureau, Civ. No. 01-1481, slip op. at 12 (JRT/FLN) (D. Minn. 2003).
14. That attached hereto as Exhibit M is a true and correct copy of Curtis v. Trans Union, Nos. 02-C-207, 02-C-208, 2002 WL 31748838 \* 5 (N.D. Ill. Dec. 9, 2002).
15. That attached hereto as Exhibit N is a true and correct copy of McKeown v. Sears Roebuck & Co., et al., File No. 03-C-0528 C (W.D. Wisc. 2004).
16. That attached hereto as Exhibit O is a true and correct copy of Kronstedt v. Equifax et al., File No. 01-C-0052-C (W.D. Wisc. 2001).
17. That attached hereto as Exhibit P is a true and correct copy of Wharram v. Equifax et al., File No. 02-4853 (D. Minn. 2004).

18. That attached hereto as Exhibit Q is a true and correct copy of Sheffer v. Experian Information Solutions, Inc., Civ. No 02-7407, slip op. at 5 (E.D. Pa. 2003).

FURTHER YOUR AFFIANT SAYETH NOT.

s/John H. Goolsby  
John H. Goolsby

Subscribed and sworn before me  
this 14th day of Oct., 2004.

s/Sue Wolsfeld  
Notary Public

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN  
COURT FILE NO.: 03-C-0510 C

PENNY LEE ANDERSON and :  
RUSSELL D. ANDERSON, SR. :  
Plaintiffs :

VS. :

TRANS UNION, L.L.C.; :  
EXPERIAN INFORMATION :  
SOLUTIONS INC.; CSC :  
CREDIT SERVICES, INC.; :  
and EQUIFAX, INC. d/b/a :  
EQUIFAX INFORMATION :  
SERVICES, L.L.C. :

Defendants :

**COPY**

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ORAL DEPOSITION OF  
JANICE LYNN FOGLEMAN

JUNE 2, 2004

\*\*\*\*\*

Called as a witness by the Plaintiffs, taken before Debbie Leonard, CSR, RMR, CRR, a Certified Shorthand Reporter in and for the State of Texas, reported by machine shorthand, on the 2nd day of June, 2004, from 1:07 p.m. to 4:30 p.m., at the offices of CSC Credit Services, 652 North Sam Houston Parkway East, Suite 400, Houston, Texas, pursuant to the Federal Rules of Civil Procedure and the provisions stated on

the record or attached hereto.

	2		4
1 APPEARANCES		1 EXHIBITS INDEX	
2 COUNSEL FOR PLAINTIFF:		2 ORAL DEPOSITION OF	
3 Mr. Thomas Lyons		3 JANICE LYNN FOGLEMAN	
4 (via telephone)		3 JUNE 2, 2004	
5 CONSUMER JUSTICE CENTER, PA		4 NOS. 1 - 9	
6 342 East County Road D		5 NUMBER DESCRIPTION	PAGE
7 Little Canada, Minnesota 55117		6 CSC-1 Frozen Scan	8
8 Phone: (651) 770-9707		for Russell D. Anderson Sr.	
9 COUNSEL FOR DEFENDANT, TRANS UNION LLC:		7 2001 Month 09	
10 Mr. Christopher T. Lane		CSC001 - 004	
11 (via telephone)		8 CSC-2 Frozen Scan	9
12 KATZ & KORIN		9 for Penny L. Anderson	
13 334 North Senate Avenue		10 2001 Month 09	
14 Indianapolis, Indiana 46204		CSC110 - 114	
15 Phone: (317) 464-1100		11 CSC-3 Frozen Scan	38
16 COUNSEL FOR DEFENDANT, EXPERIAN INFORMATION SOLUTIONS		12 for Russell D. Anderson Sr.	
17 INC.:		13 2002 Month 04	
18 Mr. Dustin B. Rawlin		CSC032 - 035	
19 JONES DAY		14 CSC-4 Frozen Scan	39
20 North Point		15 for Penny L. Anderson	
21 901 Lakeside Avenue		16 2002 Month 04	
22 Cleveland, Ohio 44114		CSC145 - 149	
23 Phone: (216) 586-1004		16 CSC-5 Frozen Scans	40
24 COUNSEL FOR DEFENDANT, CSC CREDIT SERVICES, INC.:		17 for Russell D. Anderson Sr.	
25 Mr. Chuck Webber		18 2002 Months 05 through 11	
26 FAEGRE & BENSON LLP		CSC036 - 066	
27 2200 Wells Fargo Center		19 CSC-6 Frozen Scans	53
28 90 South Seventh Street		20 for Penny L. Anderson	
29 Minneapolis, Minnesota 55402-3901		21 2002 Months 05 through 11	
30 Phone: (612) 766-8719		CSC150 - 184	
31 COUNSEL FOR DEFENDANT, EQUIFAX INFORMATION SERVICES,		21 CSC-7 Various documents	61
32 LLC:		CSC230 - 241	
33 Ms. Camille Averett		22 CSC-8 Frozen Scans	79
34 (via telephone)		23 for Russell D. Anderson Sr.	
35 KILPATRICK STOCKTON		24 2002 Month 12	
36 1100 Peachtree Street, Suite 2800		25 2003 Months 01 through 08	
37 Atlanta, Georgia 30309		CSC001 - 004	
38 Phone: (404) 815-6191		25	
39 ALSO PRESENT:			
40 Ms. Danielle D. Gulley			
41 COURT REPORTER:			
42 Ms. Debbie Leonard, CSR, RMR, CRR			
	3		5
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1 JANICE LYNN FOGLEMAN,  
 2 having been first duly sworn, testified as follows:  
 3 EXAMINATION

4 BY MR. LYONS:

5 Q. Good afternoon, Ms. Fogleman. My name is  
 6 Tommy Lyons. I am representing the plaintiffs,  
 7 Penny Lee and Russell D. Anderson, in the action that  
 8 they have commenced that brings us here together today  
 9 by telephone.

10 Q. Can you state your full name for the  
 11 record, spelling your last?

12 A. Janice L. Fogleman. It's F, as in Frank,  
 13 O-G-L-E-M-A-N.

14 Q. And it is my understanding, in a stipulation  
 15 that was reached off the record that we'll now put on  
 16 the record, that your background information concerning  
 17 your education and your employment and training and the  
 18 like has not changed since your deposition was last  
 19 taken in the McKeown versus CSC matter; is that  
 20 correct?

21 A. Correct.

22 MR. LYONS: And Counsel, you're agreeing  
 23 that we may use that portion of her deposition to  
 24 establish those facts in this matter as well; is that  
 25 correct?

1 MR. WEBBER: Yes. Her employment,  
 2 background, and educational background, certainly,  
 3 yeah.

4 MR. LYONS: Okay.

5 Q. (By Mr. Lyons) Ms. Fogleman, have you read  
 6 the Complaint that was filed in this matter by the  
 7 plaintiffs?

8 A. Yes, sir.

9 Q. How long ago did you do that?

10 A. Yesterday.

11 Q. All right. And since your deposition was  
 12 taken in the McKeown matter, I think a couple of weeks  
 13 ago, have you had your deposition taken since that  
 14 time?

15 A. No, sir.

16 Q. In preparation for your deposition in this  
 17 matter, in the Anderson matter, what documents did you  
 18 review?

19 A. There was a copy of the consumer letter, copy  
 20 of credit reports, and frozen scans.

21 Q. All right. And were there any ACIS cases  
 22 that you reviewed?

23 A. Yes, sir.

24 Q. How many?

25 A. One.

6

1 Q. When I reviewed the file in preparation for  
 2 today, I noticed that on the very first scan that was  
 3 produced in September, I think, of 2001, there was  
 4 information contained on both the scans of Mr. and  
 5 Mrs. Anderson that appeared as though a dispute had  
 6 been received by CSC prior to September of 2001. Do  
 7 you agree with that statement?

8 MR. WEBBER: The statement that there  
 9 was a dispute or a statement that that might appear  
 10 from the documents?

11 MR. LYONS: The statement that that  
 12 appears from the documents.

13 MR. WEBBER: Okay. I guess let's be  
 14 specific about which ones you're looking at then.

15 MR. LYONS: Oh, okay. Let's start  
 16 marking them. Let's see here. Why don't we mark as  
 17 Deposition Exhibit Number 1 CSC 1 through 4.

18 MR. WEBBER: Okay. We're giving it to  
 19 the court reporter.

20 (Exhibit CSC-1 marked for  
 21 identification.)

22 MR. WEBBER: All right. We have it  
 23 marked as Exhibit 1.

24 MR. LYONS: All right. I will also mark  
 25 as Exhibit 2 --

8

7 9  
 1 MR. WEBBER: Hold on. I'm sorry to  
 2 interrupt. Do you want it marked as 1 or something  
 3 else? Do you want to keep it sequential with other  
 4 depositions?

5 MR. LYONS: No. That's fine. Let's  
 6 call this CSC-1.

7 MR. WEBBER: Okay. We've got that  
 8 marked.

9 MR. LYONS: Let's mark as CSC-2 frozen  
 10 data scan CSC 110 through 114.

11 MR. WEBBER: Okay. We're giving that to  
 12 the court reporter.

13 (Exhibit CSC-2 marked for  
 14 identification.)

15 MR. WEBBER: All right. We've got 1 and  
 16 2 in front of the witness.

17 MR. LYONS: Thank you.

18 Q. (By Mr. Lyons) Ms. Fogleman, I'm showing you  
 19 what's been marked as Deposition Exhibit Number 1  
 20 and 2. Identify Exhibit 1 for me, please.

21 A. 1 is a frozen scan on a Russell D. Anderson,  
 22 Sr., that's dated 9th month, 2001.

23 Q. And is there a notation on Deposition  
 24 Exhibit 1 that indicates to you that there was a  
 25 consumer dispute by Russell D. Anderson, Sr., prior to

<p>1 September of 2001?</p> <p>2 A. It appears to be, yes, sir.</p> <p>3 Q. All right. And on what CSC page are you 4 looking at?</p> <p>5 A. CSC002.</p> <p>6 Q. All right. And what trade line was the 7 subject matter of the dispute prior to September of 8 2001?</p> <p>9 A. It shows Cross Country. Member 10 Number 458BB02969.</p> <p>11 Q. And what was the account number related to 12 that member number?</p> <p>13 A. It shows Account Number 541490709890.</p> <p>14 Q. And is it true that that's not the complete 15 account number?</p> <p>16 MR. WEBBER: I'll object on foundation. 17 But you can answer, if you know.</p> <p>18 A. I don't know. There's 12 digits.</p> <p>19 Q. (By Mr. Lyons) Okay. Now, the member number 20 that you cited before, is that a CSC member number?</p> <p>21 A. The 458BB02969?</p> <p>22 Q. Correct.</p> <p>23 A. No, sir.</p> <p>24 Q. What member number is that?</p> <p>25 A. That would be an Equifax member.</p>	<p>10</p> <p>1 Q. Do you know from your review of the file and 2 of any documents in preparation for this deposition 3 whether it was a CSC or an Equifax file?</p> <p>4 A. I do not know.</p> <p>5 Q. Okay. Is there an ACIS case related to this 6 dispute that appears on CSC002?</p> <p>7 A. There's not one showing in the inquiries, 8 but -- I couldn't say because I don't know.</p> <p>9 Q. On the inquiries you're looking at, would 10 that be on the front page of Deposition Exhibit Number 11 1?</p> <p>12 A. Yes, sir.</p> <p>13 Q. And if there were an ACIS case that had been 14 created by CSC, would it appear in the inquiries 15 section of Deposition Exhibit Number 1?</p> <p>16 A. The internal or the ACIS case inquiries don't 17 appear on the frozen cases.</p> <p>18 Q. What would have appeared in the inquiry 19 section that would have helped you answer my question?</p> <p>20 A. Actually, nothing from the frozen scan.</p> <p>21 Q. Okay. I thought that you had said previous 22 that there would be something in the inquiry section 23 that would assist you in finding out something about 24 the dispute.</p> <p>25 A. From an inquiry section of the credit file,</p>
<p>11</p> <p>1 Q. Below or next to the Cross Country trade 2 line, it says "suppress erroneous trade." Do you see 3 that?</p> <p>4 A. Yes, sir.</p> <p>5 Q. What does that mean?</p> <p>6 A. Just that the trade line was suppressed. 7 That's just the verbiage that comes up.</p> <p>8 Q. Suppressed by whom?</p> <p>9 A. It would have been suppressed by the credit 10 reporting agency.</p> <p>11 Q. Which credit reporting agency?</p> <p>12 A. It could have been CSC, or it could have been 13 Equifax.</p> <p>14 Q. And how do we know the answer to that 15 distinction of who actually put on the "suppress 16 erroneous trade"?</p> <p>17 MR. WEBBER: Do you understand the 18 question?</p> <p>19 A. Which credit bureau would have done that, 20 credit reporting agency?</p> <p>21 Q. (By Mr. Lyons) Right.</p> <p>22 A. The only way would be through an ACIS case 23 from back at that time, some type of inquiry that shows 24 which -- whether they were considered a CSC consumer or 25 Equifax consumer back at that time.</p>	<p>13</p> <p>1 you can tell if an ACIS case -- if it's an internal 2 copy or consumer copy that is dated back at that time, 3 but on those scans it does not give the internal or 4 ACIS cases inquiries on a frozen scan.</p> <p>5 Q. Okay. And the inquiries on the scan also do 6 not show the disclosures that would be produced by CSC 7 or Equifax; is that correct?</p> <p>8 A. Correct.</p> <p>9 Q. Now, does CSC or Equifax have in its -- well, 10 strike that.</p> <p>11 Does CSC have in its records any ACIS 12 case related to a dispute prior to September of 2001?</p> <p>13 A. No, sir.</p> <p>14 Q. Why is that?</p> <p>15 A. Well, we don't keep the documents but for two 16 years because the ACIS system -- the software for the 17 ACIS does not -- they only go back for two years, which 18 pulls that from ACRO.</p> <p>19 Q. Does CSC retain a hard copy or a hard 20 document copy of any disputes for longer than two 21 years?</p> <p>22 A. Yes, sir.</p> <p>23 Q. All right. And have you -- how long does CSC 24 maintain hard copies of disputes?</p> <p>25 A. 30 months.</p>

<p>1       Q. How long?</p> <p>2       A. 30 months.</p> <p>3       Q. Okay. So not long enough for us to capture</p> <p>4       the dispute that was generated prior to September of</p> <p>5       2001; is that correct?</p> <p>6       A. We do not have information from that far</p> <p>7       back, no, sir -- or yes, sir.</p> <p>8       Q. Is there any way for CSC to determine what</p> <p>9       was being suppressed in Deposition Exhibit Number 1?</p> <p>10      MR. WEBBER: You mean with respect to a</p> <p>11      Cross Country Bank trade line?</p> <p>12      MR. LYONS: Correct.</p> <p>13      A. The whole trade line. The complete trade</p> <p>14      line.</p> <p>15      Q. (By Mr. Lyons) What or why was that</p> <p>16      information being suppressed related to Cross Country</p> <p>17      Bank?</p> <p>18      A. I don't know.</p> <p>19      Q. Below where it says Cross Country Bank and</p> <p>20      the member number, it says "system affiliate internal</p> <p>21      policy." What does that mean?</p> <p>22      A. That's the suppression code that was used</p> <p>23      whenever this account was suppressed.</p> <p>24      Q. And what does "system affiliate" mean?</p> <p>25      A. System affiliate could -- it's a suppression</p>	<p>14</p> <p>1       A. Not that I know of.</p> <p>2       Q. All right. The date of last activity appears</p> <p>3       to be April of 2000, is that correct, related to that</p> <p>4       Cross Country Bank trade line?</p> <p>5       A. Yes, sir.</p> <p>6       Q. All right. If a suppression code was</p> <p>7       entered, would that show up as something that happened</p> <p>8       on the date of last activity?</p> <p>9       A. I don't know.</p> <p>10      Q. Is it possible?</p> <p>11      MR. WEBBER: Is the question whether the</p> <p>12      date of last activity is reflecting the addition of the</p> <p>13      suppression?</p> <p>14      MR. LYONS: Correct.</p> <p>15      A. Oh, okay. You're saying date of last</p> <p>16      activity is the date that this account was suppressed?</p> <p>17      Q. (By Mr. Lyons) Yes.</p> <p>18      A. No.</p> <p>19      Q. And why do you say that?</p> <p>20      A. Because the reporting date shows 6 of 2000.</p> <p>21      That's when it was being suppressed.</p> <p>22      Q. That's when the suppression code was entered,</p> <p>23      was in 6 of 2000?</p> <p>24      A. Yes, sir.</p> <p>25      Q. Okay. But that would mean that the dispute</p>
<p>15</p> <p>1       code that is used, and that's what prints out once we</p> <p>2       add that particular suppression code to the trade line.</p> <p>3       Q. Once CSC adds it or once Equifax adds it?</p> <p>4       A. I know it appears when CSC adds it.</p> <p>5       Q. Okay.</p> <p>6       A. But I don't --</p> <p>7       Q. Based on your knowledge, does that lead you</p> <p>8       to believe that CSC was the one that added the</p> <p>9       suppression code sometime on or about September of</p> <p>10      2001?</p> <p>11      MR. WEBBER: I'll object to the form.</p> <p>12      You can answer.</p> <p>13      A. At this point, looking at this document, I</p> <p>14      cannot say definitely that CSC did it, nor that Equifax</p> <p>15      did it. I do not know which or who placed the</p> <p>16      suppression code on this account.</p> <p>17      Q. (By Mr. Lyons) Is Equifax an affiliate of</p> <p>18      CSC, or is CSC an affiliate of Equifax?</p> <p>19      MR. WEBBER: Object to the form.</p> <p>20      You can answer.</p> <p>21      A. CSC is an affiliate of Equifax.</p> <p>22      Q. (By Mr. Lyons) All right. So where it says</p> <p>23      "system affiliate internal policy," that doesn't have</p> <p>24      anything to do with the affiliate relationship between</p> <p>25      Equifax and CSC?</p>	<p>15</p> <p>1       would have to have happened before June of 2000; is</p> <p>2       that correct?</p> <p>3       MR. WEBBER: Object to the form.</p> <p>4       You can answer.</p> <p>5       A. Not necessarily.</p> <p>6       Q. (By Mr. Lyons) Well, could the dispute have</p> <p>7       been -- oh, you're saying the dispute could have even</p> <p>8       been later than June of 2000; is that correct?</p> <p>9       A. No. It could have been prior to June of 2000</p> <p>10      or June of 2000.</p> <p>11      Q. All right. Then below where it says "system</p> <p>12      affiliate internal policy," it says "consumer</p> <p>13      disputes-reinvestigation in process." Do you see that?</p> <p>14      A. Yes, sir.</p> <p>15      Q. What does that mean?</p> <p>16      A. That's -- that's a narrative that's normally</p> <p>17      placed on a trade when there is a dispute that's</p> <p>18      been -- or case created and a dispute generated through</p> <p>19      ACIS.</p> <p>20      Q. Okay. Does that lead you to believe that --</p> <p>21      seeing that notation, that an ACIS case was generated</p> <p>22      relating to this dispute concerning this Cross Country</p> <p>23      trade line?</p> <p>24      A. Yes, sir.</p> <p>25      Q. All right. How long would a "reinvestigation</p>

	18		20
<p>1    in process" remain on a trade line that's been      2    disputed?</p> <p>3    A. Until the reinvestigation is completed.</p> <p>4    Q. Okay. And a reinvestigation, does that have      5    a time limit on it?</p> <p>6    A. Yes, sir.</p> <p>7    Q. I beg your pardon?</p> <p>8    A. Yes, sir.</p> <p>9    Q. No, it does not?</p> <p>10   A. Yes, sir, it does.</p> <p>11   Q. Oh, it does. Okay. I apologize. And how      12   long is the reinvestigation time frame?</p> <p>13   A. 30 days.</p> <p>14   Q. All right. Now, this frozen scan is dated      15   September of 2001, so would it be impossible for it      16   to -- for the dispute to have occurred in June of 2000      17   and have a reinvestigation still being in process in      18   September of 2001?</p> <p>19   A. When the account was suppressed, the      20   narrative of consumer disputes remained on that trade      21   item, trade line, and it's there. It only reflects      22   internally on a frozen scan.</p> <p>23   Q. The "consumer disputes-reinvestigation in      24   process," that whole notation would remain on the trade      25   line of the consumer's file or not?</p>		<p>1    viewed internally, which showed it was suppressed due      2    to a reinvestigation.</p> <p>3    Q. Right. And it can be viewed both internally      4    by CSC as well as Equifax, correct?</p> <p>5    A. Correct.</p> <p>6    Q. Okay. But as of September of 2001,      7    Ms. Fogleman, there is no reinvestigation in process      8    related to this trade line, correct?</p> <p>9    A. I don't know.</p> <p>10   Q. What do you mean, you don't know?</p> <p>11   MR. WEBBER: I don't know if she can      12   explain it any better, Counsel.</p> <p>13   A. I don't know.</p> <p>14   Q. (By Mr. Lyons) You don't know whether there      15   was a reinvestigation still in process in September of      16   2001?</p> <p>17   A. No, I don't.</p> <p>18   Q. Well, if you wanted to find that information      19   out, who would you talk to?</p> <p>20   A. For 2001, I do not know who we would talk to.</p> <p>21   Q. You don't know whether to talk to somebody in      22   CSC or somebody at Equifax, right?</p> <p>23   A. If we talked to anybody, it would be somebody      24   at Equifax, but I don't know who at Equifax would know      25   that information.</p>	
<p>19</p> <p>1    A. For that particular trade line, it only can      2    be viewed internally.</p> <p>3    Q. Once the suppression code is entered; is that      4    correct?</p> <p>5    A. Correct.</p> <p>6    Q. The "reinvestigation in process," that's not      7    accurate, is it, internally if the dispute was received      8    sometime on or about June of 2000?</p> <p>9    A. That's a narrative code that was on the trade      10   item, trade line. When the dispute was initiated, when      11   they add the suppression, they don't change anything or      12   they don't remove a narrative code. They just put in      13   the suppression code, and it just continues to print      14   or -- continues to stay with the account, but it's not      15   viewed by anyone but internally.</p> <p>16   Q. Right. And Ms. Fogleman, I understand that's      17   what you testified to. What my question is is that the      18   statement "consumer disputes-reinvestigation in      19   process" is not accurate after the investigation has      20   concluded, correct?</p> <p>21   A. The account doesn't even actually exist on      22   the file at this time. It's suppressed.</p> <p>23   Q. But it exists in CSC's internal records,      24   correct?</p> <p>25   A. It exists on the frozen scan. It can be</p>		<p>21</p> <p>1    Q. Why would you talk to somebody at Equifax?</p> <p>2    A. Because that's where we obtained the frozen      3    scans from.</p> <p>4    Q. Ms. Fogleman, can you tell me whether or not      5    any other trade line was the subject of a dispute      6    related to the September 2001 scan?</p> <p>7    MR. WEBBER: You mean whether the scan      8    reflects any other items in dispute?</p> <p>9    MR. LYONS: Right.</p> <p>10   MR. WEBBER: Okay.</p> <p>11   A. No.</p> <p>12   Q. (By Mr. Lyons) Can a reinvestigation in      13   process go on for more than 30 days?</p> <p>14   A. It depends.</p> <p>15   Q. Depends on what?</p> <p>16   A. Most reinvestigations are completed within 30      17   days.</p> <p>18   Q. But there are some that take longer than 30      19   days?</p> <p>20   A. It's a possibility.</p> <p>21   Q. Okay. Do you know of one that's ever taken      22   longer than 30 days that you've been familiar with?</p> <p>23   A. Not offhand, no, sir.</p> <p>24   Q. Okay. And you've handled more than -- how      25   many disputes in your career at CSC, do you think?</p>	

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<p>1 A. I have no idea.      2 Q. Thousands, I would imagine, correct?      3 A. Probably.      4 Q. Maybe even tens of thousands?      5 A. Possibility.      6 Q. Even hundreds of thousands, right?      7 A. Very possible.      8 MR. WEBBER: Wow.      9 Q. (By Mr. Lyons) That's a lot of disputes,      10 isn't it?      11 A. Yes, it is.      12 Q. You can't think of one as you sit here today      13 that's ever taken longer than 30 days; is that right?      14 A. Not offhand, no, sir, I can't.      15 Q. Okay. Now, the notation that appears in      16 Deposition Exhibit Number 1 about suppressing erroneous      17 trade, is that a hard delete or a soft delete?      18 MR. WEBBER: Object to the form.      19 You can answer, if you know.      20 A. It's not a delete at all.      21 Q. (By Mr. Lyons) It's a suppress?      22 A. It's a suppression.      23 Q. It could come back on later on or what?      24 A. There is a possibility it could, if the      25 creditor changes an account number or member number or</p>	<p>1 would be when?      2 A. 4 of 2006.      3 Q. So in 4 of 2006, if nothing else changed,      4 that would automatically come off? Is that what you're      5 telling me?      6 A. Yes, sir.      7 Q. In your review of the CSC file and CSC      8 documents, do you believe that this trade line that we      9 see on Deposition Exhibit Number 1, Page CSC002, was at      10 some point reporting as deceased?      11 A. Can you say that again? I'm sorry.      12 Q. Yeah. Do you think that this trade line that      13 we're looking at in Deposition Exhibit Number 1 related      14 to Cross Country Bank was at one point in time prior to      15 September of 2001 reporting as deceased?      16 MR. WEBBER: Object to the form.      17 You can answer.      18 A. Yes, sir.      19 Q. (By Mr. Lyons) Why do you say that?      20 A. I saw it on a frozen scan.      21 Q. I beg your pardon?      22 A. From a frozen scan.      23 Q. Frozen scan that is subsequent or previous to      24 September 2001?      25 A. Previous.</p>		
	23		25
<p>1 opening date on the account.      2 Q. But are there any timetables that would      3 expire automatically that would remove the suppression      4 code?      5 A. No, sir.      6 Q. Okay. So it's going to stay on there until      7 the end of time unless the creditor or member instructs      8 CSC or Equifax to change it, correct?      9 MR. WEBBER: Counsel, by "it" I assume      10 you're referring to the suppression code?      11 MR. LYONS: That's correct.      12 A. For seven years, yes.      13 Q. (By Mr. Lyons) What do you mean by "for      14 seven years"?</p> <p>15 A. Well, after the seven-year time frame, it      16 automatically would drop.      17 Q. The trade line would?      18 A. The trade line, yes, sir.      19 Q. The entire trade line?      20 A. The entire trade line, yes, sir, unless      21 there's a change in the member number, account number,      22 or opening date.      23 Q. And when was the opening date of this file?      24 A. It showed 4 of '99.      25 Q. All right. So seven years from that date</p>	<p>1 MR. LYONS: Okay. I don't think I've      2 seen that scan. Counsel, do you know why I have not      3 seen that scan?      4 MR. WEBBER: Yeah. I think our -- as we      5 had set out in our response to the document requests,      6 we cut it off going backwards at September of 2001      7 because that was the statute of limitations period.      8 MR. LYONS: Okay. Our discovery request      9 asks for it back to '99.      10 MR. WEBBER: Right. And our response      11 made it clear that we were producing back to September      12 of '01. I'm sorry. Yeah, September of '01.      13 MR. LYONS: But if there's information      14 concerning this trade line that has to do with the      15 deceased status being on there prior to September      16 of '01, don't you think that that's relevant and fair      17 for the plaintiff to discover?      18 MR. WEBBER: I don't know. I don't know      19 that we're going to resolve it today either. All I'm      20 saying is, our response to the document request said      21 exactly how far back we were going with the production,      22 so that's why it went back to September of '01.      23 MR. LYONS: But she's got information      24 about things and she's looked at scans that I've never      25 seen concerning this very trade line, which is the</p>		

<p style="text-align: right;">26</p> <p>1 subject matter of this lawsuit, right?</p> <p>2 MR. WEBBER: Yeah, that may very well</p> <p>3 be.</p> <p>4 MR. LYONS: Okay. So --</p> <p>5 MR. WEBBER: I don't know how much time</p> <p>6 you want to spend talking about it on the record, but I</p> <p>7 mean, I'm just telling you -- you had asked the</p> <p>8 question, why does it only go back to September of '01?</p> <p>9 I'm saying we made it clear that that's how far back we</p> <p>10 were going.</p> <p>11 MR. LYONS: Well, the reason I want to</p> <p>12 talk about it on the record is because I think we</p> <p>13 should make a record so at least it's clear that we</p> <p>14 want to ask questions about this trade line and its</p> <p>15 appearance on the CSC credit file or Equifax credit</p> <p>16 file from whenever it first came on to whenever it</p> <p>17 finally got removed, because I think that's the subject</p> <p>18 matter of this lawsuit. And if she has information</p> <p>19 regarding that that she's even looked at that hasn't</p> <p>20 been shared with us, I think that's unfair.</p> <p>21 MR. WEBBER: Okay. And you've said that</p> <p>22 for the record. I understand. And that may be -- we</p> <p>23 may have to have a conversation at some later time</p> <p>24 about the scope of document production.</p> <p>25 Q. (By Mr. Lyons) Well, Ms. Fogleman, what</p>	<p style="text-align: right;">28</p> <p>1 want to spend time talking about the scope of document</p> <p>2 production, but --</p> <p>3 MR. LYONS: No. What I want to spend</p> <p>4 time on is the trade line that's at issue in this case.</p> <p>5 So she's looked at documents. She's</p> <p>6 been prepared on this trade line. And now the</p> <p>7 documents that she needs to answer my questions</p> <p>8 aren't -- I guess are in some other office.</p> <p>9 Q. (By Mr. Lyons) Are they there, Ms. Fogleman,</p> <p>10 on the premises?</p> <p>11 A. I don't know.</p> <p>12 Q. Why did you look at it?</p> <p>13 MR. WEBBER: Counsel, what I'm</p> <p>14 suggesting you do is just go to some other questions.</p> <p>15 We'll look and see if we can find them, rather than</p> <p>16 taking a 20-minute break while somebody paws through</p> <p>17 the documents.</p> <p>18 MR. LYONS: I want to conduct this</p> <p>19 deposition in the sequence I want to conduct it in. I</p> <p>20 guess I'm asking where she saw that document.</p> <p>21 Q. (By Mr. Lyons) Ms. Fogleman, where was the</p> <p>22 last place you saw that document?</p> <p>23 A. In our legal department.</p> <p>24 Q. Okay. Which is there in the building that</p> <p>25 you're in right now?</p>
<p style="text-align: right;">27</p> <p>1 frozen scan are you referring to that would show when</p> <p>2 the deceased information was appearing related to the</p> <p>3 Cross Country trade line?</p> <p>4 A. It was prior to September of 2001.</p> <p>5 Q. Right. When?</p> <p>6 A. I don't remember the date off the top of my</p> <p>7 head, and I don't have it in front of me.</p> <p>8 Q. You don't have the scan in front of you?</p> <p>9 A. Only the -- from 2001, September.</p> <p>10 Q. All right. Well, where are the scans --</p> <p>11 where is the scan that you looked at that provided you</p> <p>12 with that information?</p> <p>13 A. They're in our legal department.</p> <p>14 MR. LYONS: Okay. Well, Counsel, I</p> <p>15 think we should take a break and let her go get those</p> <p>16 scans so that she can answer the questions. Don't you</p> <p>17 think that's a good idea?</p> <p>18 MR. WEBBER: I don't know. Let me think</p> <p>19 about it.</p> <p>20 Why don't you -- if you've got other</p> <p>21 questions, why don't you go on and -- it might take</p> <p>22 some searching to find it.</p> <p>23 It's also something I'm going to have to</p> <p>24 take a look again at our document requests.</p> <p>25 I hadn't anticipated you were going to</p>	<p style="text-align: right;">29</p> <p>1 A. Correct.</p> <p>2 Q. Did you look at that document yesterday?</p> <p>3 A. Yes, sir.</p> <p>4 Q. Okay. Well, do you think that between</p> <p>5 yesterday and today here at 1:40 that that document is</p> <p>6 not -- has somehow been moved?</p> <p>7 A. It's a possibility. I do not know.</p> <p>8 MR. LYONS: Counsel, I would ask that we</p> <p>9 take a break and let's get that document and let's let</p> <p>10 her answer these questions in the sequence that I'm</p> <p>11 asking them.</p> <p>12 MR. WEBBER: Well, we'll look for the</p> <p>13 document. I'll take a look at the document response.</p> <p>14 I will point out again that we made it</p> <p>15 clear how far back we were going. If you intended to</p> <p>16 ask questions prior to the expiration of the statute of</p> <p>17 limitations, I would have expected that that would have</p> <p>18 been brought up prior to the deposition today, rather</p> <p>19 than waiting for the deposition and then raise</p> <p>20 objections to the scope of our document production.</p> <p>21 But we can certainly look for the</p> <p>22 document. I'll take a look at the document request and</p> <p>23 see if we're all right turning it over, in light of the</p> <p>24 questions that you're now asking.</p> <p>25 MR. LYONS: Okay. Thank you.</p>

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1	(Recess from 1:40 p.m. until 1:44 p.m.)	1	social 394-78-4720 for February 2003 -- excuse me --
2	MR. WEBBER: We're back on the record,	2	February 2000, March 2000, April, May, June, July,
3	and I will state for the record that we have retrieved	3	August, September, October, November, December of 2000.
4	some documents.	4	Frozen scans on Russell D. Anderson, Sr.,
5	I will also point out for the record,	5	with social 394-78-4720 for months January, February,
6	I'm looking at the Rule 30(b)(6) notice of this	6	March, April, May, June, July, and August of 2001.
7	deposition, which was issued to us. Item Number 7	7	And then the rest are Bates stamped.
8	asked us to have produced by the time of the deposition	8	Q. Okay. The ones that have already been
9	"Archived snapshots of Plaintiffs' consumer credit	9	produced, correct?
10	file(s) dated November 2002 to present."	10	A. Correct.
11	Item Number 8 calls for, among other	11	Q. Okay. Now, in the documents that haven't
12	things, all CDVs, ACDVs, et cetera, dated October 2002	12	been produced, scans from April of '99 until August of
13	to the present that reference plaintiffs in any way.	13	2001, is there a deceased code attached to the Cross
14	We've obviously produced documents going	14	Country Bank line that we were discussing in Deposition
15	back even a year beyond that. So I think we've	15	Exhibit Number 1?
16	actually produced more than that was called for in the	16	A. Not until July of 2000 -- July of 1999 on
17	30(b)(6) request.	17	Russell D. Anderson.
18	But having said all that, as a courtesy,	18	Q. In July of 1999, there is a deceased code
19	I'm happy to try to find other documents that	19	attached to the same Cross Country trade line that
20	Ms. Fogleman may have looked at on the way to this, and	20	appears in Deposition Exhibit Number 1?
21	we have done just that.	21	A. As Cross Country Member Number 458BB02969.
22	So go ahead, Counsel.	22	Actually shows reported date of 5 of '99. Open 4
23	MR. LYONS: All right. I direct, for	23	of '99. Consumer deceased Account Number 541490709890.
24	the record, your attention to Paragraph 10 of the same	24	Q. And had an open date of what?
25	deposition notice, which says, "History summary of	25	A. I'm sorry?
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1	Plaintiffs' credit report from the time Cross Country	1	Q. I misunderstood what you first started to
2	Bank and/or Applied Card Services [sic] first reported	2	say. That trade line in that frozen scan for July
3	them 'deceased' to the present."	3	3 of '99 shows an open date for that Cross Country trade
4	So I think that covers what we're	4	line as what?
5	talking about right now, and hopefully that's what	5	A. 4 of 1999.
6	Ms. Fogleman is prepared to discuss with the documents	6	Q. Okay. So open at 4 of '99 and then in July
7	that she's now retrieved.	7	of 1999 it was being reported as deceased, correct?
8	MR. WEBBER: Yeah. I don't regard those	8	A. On the July frozen scan, but it shows a
9	as history summaries. Frankly, I don't know what that	9	reporting date of May of 1999.
10	means because I think you've got it more right when	10	Q. So the very next month after it was opened,
11	you're talking about archive snapshots.	11	it was reported as deceased?
12	But regardless, we've got some stuff	12	MR. WEBBER: Object to the form,
13	here.	13	foundation.
14	MR. LYONS: Okay.	14	You can answer.
15	Q. (By Mr. Lyons) Ms. Fogleman, what do you	15	A. It doesn't appear until the July of 1999
16	have before you?	16	frozen scan, but it does have a reporting date of May
17	A. Frozen scans on Russell D. Anderson with	17	of 1999.
18	social 394-78-4720 from some months in '99, the 4th,	18	Q. (By Mr. Lyons) Okay. So what does -- I
19	5th, 6th, 7th month, 1999.	19	don't understand how that -- do you understand how that
20	Q. I'm sorry to interrupt you. What was the	20	could be?
21	first month that you said?	21	A. No.
22	A. 4, April.	22	Q. And from 5 of '99 -- I'm sorry. From July
23	Q. 4 of '99?	23	of '99 until what frozen scan does that trade line --
24	A. Yes, sir.	24	that Cross Country Bank trade line appear with the
25	Frozen scans for Russell D. Anderson with	25	deceased code attached to it?

<p style="text-align: right;">34</p> <p>1 A. I don't know exactly, because I've got 7/99 2 and then I go to February of 2000.</p> <p>3 Q. Okay. You jumped from 7 of '99 to February 4 of 2000?</p> <p>5 A. Correct.</p> <p>6 Q. All right. And in February of 2000 -- how 7 does that trade line appear in the February of 2000 8 scan?</p> <p>9 A. It shows as consumer deceased.</p> <p>10 Q. Okay. But still no dispute yet?</p> <p>11 A. No, sir.</p> <p>12 Q. Okay. And when does the trade line change 13 from consumer deceased to other reporting?</p> <p>14 A. June of 2000 frozen scan. It still has 15 consumer deceased, but it shows underneath it "consumer 16 disputes-reinvestigation in process."</p> <p>17 Q. Based on that, do you believe that that is 18 when either CSC or Equifax received a dispute about 19 that deceased status?</p> <p>20 A. Yes, sir.</p> <p>21 Q. Now, in the frozen scans that you've looked 22 at in preparation for this deposition, up until 23 September of 2001, was there any other deceased trade 24 line appearing on Mr. Russell Anderson's credit file?</p> <p>25 A. From Cross Country?</p>	<p style="text-align: right;">36</p> <p>1 A. Yes, sir.</p> <p>2 Q. And are they the same scans -- or are they 3 the same chronological time frame of the scan that you 4 reviewed for Mr. Anderson prior to September of 2001?</p> <p>5 A. There is April, May, June, July, September, 6 October, November, and December of 1999. 7 January, February, March, April, May, 8 June, July, August, September, October, November, 9 December 2000.</p> <p>10 And then January, February, March, April, 11 May, June, July, and August of 2001, plus the other 12 stuff.</p> <p>13 Q. All right. Thank you.</p> <p>14 And does the Cross Country Bank trade 15 line that we discussed in Deposition Exhibit 2 appear 16 with the deceased notation attached to it prior to 17 September of 2001 related to Mrs. Anderson?</p> <p>18 A. Yes, sir. In July of 1999.</p> <p>19 Q. All right. Same as Mr. Anderson, correct?</p> <p>20 A. I believe so, yes, sir.</p> <p>21 Q. All right. And does it say -- does it show 22 in that July of '99 scan that the date opened was April 23 of '99?</p> <p>24 A. Yes, sir.</p> <p>25 Q. And does it show a reporting date of May</p>
<p style="text-align: right;">35</p> <p>1 Q. From anyone.</p> <p>2 A. No, sir. No, sir.</p> <p>3 Q. Okay. I would like you to look at Deposition 4 Exhibit Number 2.</p> <p>5 A. Yes, sir.</p> <p>6 Q. Can you identify that document for us?</p> <p>7 A. It's a frozen scan dated September 2001 for 8 Penny L. Anderson, Social Security number of 9 001-58-9006.</p> <p>10 Q. 2 also contains the "suppress erroneous 11 trade" notation related to the Cross Country Bank 12 account that we were talking about in Deposition 13 Exhibit Number 1, correct?</p> <p>14 A. For account Number 541490709890.</p> <p>15 Q. You would agree that's the same one as 16 Exhibit 1, correct?</p> <p>17 A. Correct.</p> <p>18 Q. Now, have you investigated whether or not the 19 same history of reporting that you just identified for 20 me on the scans that I do not have that you're looking 21 at, is it the same thing for Penny Anderson as well?</p> <p>22 A. Can you ask -- can you say that again? I'm 23 sorry.</p> <p>24 Q. Sure. Have you reviewed scans for Penny 25 Anderson that pre-date September of 2001?</p>	<p style="text-align: right;">37</p> <p>1 of '99?</p> <p>2 A. Yes, sir. With Member Number 458BB02969.</p> <p>3 Q. And does it also show in June of 2000 that 4 for Mrs. Anderson that's when the investigation was 5 initiated to that Cross Country Bank deceased trade 6 line?</p> <p>7 A. June 2000, Member Number 458BB02969 shows 8 "consumer disputes-reinvestigation in progress".</p> <p>9 Q. Okay. Thank you, Mrs. Fogleman.</p> <p>10 A. Yes, sir.</p> <p>11 Q. Is there any source that you're aware of in 12 the CSC system or a CSC employee that would be able to 13 assist you in determining what was done in relationship 14 to that dispute, other than the suppression code that 15 follows?</p> <p>16 A. No, sir.</p> <p>17 Q. From June of 2000, on both Mr. and 18 Mrs. Anderson's CSC credit files, the suppression code 19 was entered, correct?</p> <p>20 A. Yes, sir.</p> <p>21 Q. Pardon me?</p> <p>22 A. Yes, sir.</p> <p>23 Q. Thank you.</p> <p>24 From September of 2001 related to 25 Mr. Anderson's credit file, the Cross Country Bank</p>

	38		40
<p>1 trade line continued to be suppressed until May of      2 2002; is that correct?      3 A. I have to look it up. I don't remember.      4 Q. All right. Let me direct your attention to      5 one of the documents. Then we'll mark it.      6 MR. LYONS: We'll mark as Deposition      7 Exhibit Number 3 CSC032 through 035.      8 MR. WEBBER: 32 to 35?      9 MR. LYONS: Right.      10 (Exhibit CSC-3 marked for      11 identification.)      12 MR. WEBBER: It's marked.      13 Q. (By Mr. Lyons) Ms. Fogleman, I'm showing you      14 what's been marked as Deposition Exhibit Number 3,      15 frozen data scan for the month of April of 2002 related      16 to Russell D. Anderson, correct?      17 A. Russell D. Anderson, Sr., yes, sir.      18 Q. And it shows that Cross Country trade line      19 that we were previously speaking of, correct?      20 A. Member Number 458BB02969 with account      21 Number 541490709890 as suppressed.      22 Q. And it still has that reinvestigation in      23 process indication next to it; is that correct?      24 A. Yes, sir.      25 Q. But at that time -- now can you state whether</p>		<p>1 Deposition Exhibit Number 5.      2 (Exhibit CSC-5 marked for      3 identification.)      4 MR. WEBBER: Okay. It's marked.      5 Q. (By Mr. Lyons) Ms. Fogleman, I'm showing you      6 what's been marked as Deposition Exhibit Number 5. Do      7 you agree that it -- they are frozen scans from May of      8 2002 to November of 2002 for Mr. Russell D. Anderson,      9 Sr.?      10 MR. WEBBER: I'm sorry. May of 2002      11 through when?      12 MR. LYONS: Through November of 2002.      13 A. Yes, sir.      14 Q. (By Mr. Lyons) Beginning in May of 2002,      15 Deposition Exhibit Number 5 at Page 036 shows another      16 entry into Mr. Anderson's credit file related to a      17 Cross Country Bank account as being reported deceased,      18 correct?      19 A. Yes, sir.      20 Q. This time this deceased code is attached to a      21 separate Cross Country Bank account; is that correct?      22 A. It shows Member Number Cross Country      23 458ON08054 with an account number of 422709748440.      24 Q. And that account appears to have been opened      25 in April of '99; is that correct?</p>	
<p>1 or not there was a reinvestigation still in process?      2 A. No, sir.      3 Q. You do not know if a reinvestigation was      4 still in process, or you do know that a reinvestigation      5 was not in process?      6 A. Based on this frozen scan, I do not know.      7 MR. LYONS: Now, if we could mark as      8 Deposition Exhibit Number 4 CSC145 through 149.      9 (Exhibit CSC-4 marked for      10 identification.)      11 MR. WEBBER: Okay. It's marked.      12 Q. (By Mr. Lyons) Mrs. Fogleman, I'm showing      13 you what's been marked as Deposition Exhibit Number 4.      14 This is the frozen data scan from April of '02 related      15 to Penny L. Anderson, correct?      16 A. With -- yes, sir.      17 Q. This Exhibit Number 4 still shows the Cross      18 Country Bank line, the one that we were talking about      19 earlier, correct?      20 A. It shows Cross Country Bank Member      21 Number 458BB02969 with Account Number 541490709890 as      22 suppressed.      23 MR. LYONS: All right. Let's mark as      24 Deposition Exhibit Number 5 36 through -- bear with me      25 for one second. Let's do CSC036 through 066 as</p>	39	<p>1 A. It shows open date 4 of '99, yes, sir.      2 Q. All right. And the first month that it was      3 reported was in May of 2002; is that correct?      4 A. I believe so, yes, sir.      5 Q. All right. Now, that subscriber code or      6 member number, as you called it, is related to the same      7 Cross Country that had previously been reporting      8 Mr. Anderson as deceased up until 6 of 2000; is that      9 right?      10 A. I don't know.      11 Q. Can you look in the scans and find out if      12 that member number had been reporting Mr. -- strike      13 that.      14 That member number or that subscriber      15 number is a different subscriber number than the member      16 number or subscriber number that had been reporting      17 Mr. Anderson as deceased previously, correct?      18 A. Correct.      19 Q. All right. Does Cross Country Bank have more      20 than one subscriber number assigned to it?      21 A. I believe so, but I'm -- I don't know for      22 sure.      23 Q. Who would know that information?      24 A. Equifax.      25 Q. Cross Country Bank doesn't subscribe to CSC;</p>	41

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1 is that correct?  
 2 A. They're an Equifax member.  
 3 Q. In other words, they don't subscribe to CSC;  
 4 is that correct?  
 5 A. I'm sorry, sir?  
 6 Q. Cross Country Bank does not subscribe to CSC,  
 7 correct?  
 8 A. They're not a CSC member, no, sir.  
 9 Q. Had this account -- this Cross Country Bank  
 10 account ending -- or beginning in 4227, in your review  
 11 of the frozen scans prior to May of 2002 for  
 12 Mr. Russell D. Anderson, Sr., had that account ever  
 13 appeared before?  
 14 A. That began with 4227 or ended with 4227?  
 15 Q. Began.  
 16 A. Began?  
 17 MR. WEBBER: Do you want her to review  
 18 these, or are you just asking if she knows --  
 19 MR. LYONS: I'm asking if she knows.  
 20 A. No.  
 21 MR. LYONS: Is she reviewing them right  
 22 now?  
 23 A. No. I said no.  
 24 Q. (By Mr. Lyons) Oh, I'm sorry.  
 25 A. That's okay.

1 Q. Two account numbers that are the same?  
 2 A. Okay. There's account number with Member  
 3 Number 458BB02969 with Account Number 541490709890 that  
 4 is suppressed. Then there's Member Number 458BB02969  
 5 with Account Number 541490709116 that shows a rating of  
 6 an 0.  
 7 Q. Which means what?  
 8 A. Too new to rate or never been used.  
 9 Q. Too early to rate?  
 10 A. Too new to rate or never been used.  
 11 Q. And do those same Cross Country Bank trade  
 12 lines, beginning with 5414, do they appear -- do they  
 13 both appear in the May 2002 frozen scan?  
 14 A. No.  
 15 Q. Which one appears?  
 16 A. The one that appears in May of 2002 is --  
 17 MR. WEBBER: Counsel, we're talking  
 18 about account numbers that begin 5414, correct?  
 19 MR. LYONS: That's correct.  
 20 A. -- Cross Country Member Number 458BB02969  
 21 with Account Number 541490709116.  
 22 Q. (By Mr. Lyons) If a member -- strike that.  
 23 Can Cross Country Bank report multiple  
 24 accounts with different member numbers and different  
 25 account information that contradicts one another

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1 Q. Beginning in May of 2002, would you agree  
 2 with me that the Cross Country Bank account beginning  
 3 in -- beginning with Number 5414 is no longer appearing  
 4 on the May of 2002 scan?  
 5 MR. WEBBER: Object to the form.  
 6 You can answer.  
 7 A. What was the account number again?  
 8 Q. (By Mr. Lyons) It began with 5414.  
 9 MR. WEBBER: And your question was what?  
 10 I'm sorry, Counsel.  
 11 MR. LYONS: Whether or not it's  
 12 appearing on the May 2002 frozen scan.  
 13 A. There is an account number beginning with  
 14 5414 appearing on the May of 2002 frozen scan for  
 15 Russell D. Anderson, Sr.  
 16 Q. (By Mr. Lyons) And is that at Page CSC038?  
 17 A. Yes, sir.  
 18 Q. All right. The month before, at April of  
 19 2002 -- I'm sorry.  
 20 In Exhibit Number 3, at Page 034, the  
 21 Cross Country Bank account 5414907 is appearing as  
 22 suppressed, correct, Deposition Exhibit Number 3?  
 23 A. No.  
 24 Q. Did you say no or yes?  
 25 A. I said no. There's two.

1 without CSC being notified of that by the system?  
 2 MR. WEBBER: Object to the form of the  
 3 question.  
 4 You can answer, if you understand.  
 5 A. I don't quite understand.  
 6 Q. (By Mr. Lyons) You see that Cross Country  
 7 Bank appears to be reporting two codes -- or two trade  
 8 lines, one as consumer deceased and the other one not  
 9 as consumer deceased. Do you see that?  
 10 A. Yes, sir.  
 11 Q. Yes or no?  
 12 MR. WEBBER: Which exhibit are you on?  
 13 MR. LYONS: I'm on Exhibit Number 5.  
 14 A. Yes, sir.  
 15 Q. (By Mr. Lyons) Okay. Is there any procedure  
 16 in the system that would flag or otherwise catch a  
 17 member reporting information about a person that would  
 18 seem to be contradictory?  
 19 MR. WEBBER: Object to the form of the  
 20 question.  
 21 You can answer.  
 22 A. One shows reported 5 of '02.  
 23 Q. (By Mr. Lyons) Right.  
 24 A. The other one shows reported 4 of '99 and no  
 25 updates.

1 Q. It's never been updated since 4 of '99?  
 2 A. In May of 2002 scan, the 458BB02969 with  
 3 account number that ends in 9116 -- or do you want me  
 4 to say the whole account number?  
 5 Q. No. I follow you.  
 6 A. It shows reported in 4 of '99, opened in  
 7 4 of '99.  
 8 Q. And then it was -- it apparently wasn't used?  
 9 A. It was either never used --  
 10 MR. WEBBER: Object to the form,  
 11 foundation.  
 12 You can answer, if you know.  
 13 A. It shows a rating of a 0, which was too new  
 14 to rate or never been used.  
 15 Q. (By Mr. Lyons) Well, it couldn't be too new  
 16 to rate because it was opened in 4 of 99, right?  
 17 MR. WEBBER: Object to the form,  
 18 foundation.  
 19 A. It shows reported 4 of '99 and opened  
 20 4 of '99. There was no update. At the time in  
 21 4 of '99, it was rated a 0, which is too new to rate or  
 22 never been used.  
 23 Q. (By Mr. Lyons) CSC, prior to 5 of 2002, had  
 24 suppressed a deceased code by Cross Country Bank  
 25 related to Mr. Anderson, Sr.; is that correct?

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1 dispute, I do not know.  
 2 Q. (By Mr. Lyons) But you know what was on it  
 3 before is that it was deceased, correct?  
 4 A. Correct.  
 5 Q. And that subsequent to that, the trade line  
 6 was suppressed, correct?  
 7 A. Correct.  
 8 Q. Okay. So based on that information, do you  
 9 conclude that most likely the dispute was regarding the  
 10 deceased code?  
 11 MR. WEBBER: Object to the form. Calls  
 12 for speculation.  
 13 You can answer.  
 14 A. That's what you're telling me, yes.  
 15 Q. (By Mr. Lyons) I'm just kind of pointing out  
 16 what the documents say. Do you think that there was  
 17 some other dispute that Mr. Anderson had made other  
 18 than the fact that he wasn't dead?  
 19 A. No.  
 20 Q. Okay.  
 21 A. I don't know.  
 22 Q. So you would agree with me that the dispute  
 23 of -- the dispute back in June of 2002 related to the  
 24 fact that he wasn't dead, correct?  
 25 MR. WEBBER: Object to the form.

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1 A. Prior to --  
 2 Q. Prior to May of 2002.  
 3 A. In the April 2002 for Russell D. Anderson,  
 4 Sr. --  
 5 MR. WEBBER: This is Exhibit 3.  
 6 MR. LYONS: All right.  
 7 A. -- it shows Member Number 458BB02969, Account  
 8 Number 541490709890 as suppressed.  
 9 Q. (By Mr. Lyons) Right. So the month before  
 10 this -- the month before the May 2002 scan, CSC was  
 11 still suppressing a trade line that had been disputed  
 12 by Mr. Anderson concerning deceased, correct?  
 13 MR. WEBBER: Object to the form,  
 14 foundation.  
 15 You can answer.  
 16 A. The account was disputed, it appears, in June  
 17 of 2000 and it was suppressed.  
 18 Q. (By Mr. Lyons) Right. And I think we  
 19 already established that the item of dispute was the  
 20 deceased status; is that correct?  
 21 MR. WEBBER: Object to the form,  
 22 foundation.  
 23 But you can answer, if you know.  
 24 A. I don't know for a fact. All I know is the  
 25 account -- or the trade was disputed. The exact

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1 Misstates the testimony.  
 2 Q. (By Mr. Lyons) Is that right?  
 3 A. I don't know.  
 4 Q. Okay. Well, I know you didn't personally  
 5 investigate it, but based on the documents you have in  
 6 front of you, do you believe that that was the dispute?  
 7 A. It's possible, yes.  
 8 Q. Okay. And it's actually more than possible.  
 9 Isn't it probable?  
 10 MR. WEBBER: Object to the form.  
 11 A. It could be, yes.  
 12 Q. (By Mr. Lyons) Okay. So then my next  
 13 question is, so for months, from 6 of 2000, CSC was  
 14 suppressing that deceased code related to that Cross  
 15 Country Bank trade line, correct?  
 16 MR. WEBBER: Object to the form.  
 17 Reference to the trade line.  
 18 You can answer.  
 19 A. The account from Cross Country for Account  
 20 Number 541490709890 being reported under Member  
 21 Number 458BB02969 was suppressed.  
 22 Q. (By Mr. Lyons) Right. Related to Cross  
 23 Country Bank, correct?  
 24 A. It says Cross Country.  
 25 Q. Right. So from 6 of 2000 until 5 of 2002,

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<p style="text-align: right;">50</p> <p>1 CSC had been suppressing a Cross Country Bank trade 2 line that had previously been reporting my client as 3 deceased, correct? 4 A. For a certain account number, yes. 5 Q. Okay. Then in May of 2002, CSC began to 6 report that my client was deceased related to a 7 separate Cross Country Bank account, correct? 8 A. We have Cross Country reported May of '02 by 9 automated tape Member Number 458ON08054 with Account 10 Number 422709748440. 11 Q. CSC was reporting that trade line from Cross 12 Country as being deceased, correct? 13 A. Cross Country was reporting as consumer 14 deceased on that particular account number with that 15 particular member number. 16 Q. Right. And CSC then in turn was producing 17 reports subsequent to 5 of '02 or beginning in 5 of '02 18 with that consumer deceased notation related to that 19 Cross Country Bank account, correct? 20 MR. WEBBER: Object to the form of the 21 question. Also vague as to time. 22 You can answer. 23 A. Yes. 24 Q. (By Mr. Lyons) Okay. CSC kept on reporting 25 Mr. Anderson as deceased related to that Cross Country</p>	<p style="text-align: right;">52</p> <p>1 Q. (By Mr. Lyons) Ms. Fogleman, do you know why 2 Cross Country Bank has more than one member number? 3 MR. WEBBER: I'm going to object to the 4 form of the question. 5 A. No, I don't. 6 Q. (By Mr. Lyons) Would you agree with me that 7 no matter how many member numbers Cross Country Bank 8 has, Cross Country Bank is a single entity? 9 A. I do not know that. 10 Q. Do not know that? 11 A. No, I don't. 12 Q. Okay. And that's because CSC and Cross 13 Country Bank don't have a member relationship with 14 regard to these trade lines that we're talking about; 15 is that correct? 16 A. Yes, sir. 17 Q. Was that a yes? 18 A. Yes, sir. 19 Q. Now, beginning in -- well, I guess let's take 20 a look at Penny's first. 21 MR. LYONS: Let's mark as Deposition 22 Exhibit Number 6 150 through CSC 193. 23 MR. WEBBER: 193, Counsel? 24 MR. LYONS: Yeah. 25 THE WITNESS: That's not right.</p>
<p style="text-align: right;">51</p> <p>1 Bank trade line until it received a dispute in November 2 of 2002; is that correct? Look at the last scan of 3 Deposition Exhibit Number 5. 4 A. November 2002? 5 Q. Correct. It's still on there, right? 6 A. With Member Number 458ON08054 reporting 11 7 of '02 by their tape showing consumer deceased on 8 Account Number 422709748440. 9 Q. Still on there in November of 2002, right? 10 A. Yes, sir. 11 Q. Okay. Now, you keep citing different member 12 numbers, but the fact of the matter is, it's still one 13 member, right? Cross Country Bank is only one member; 14 is that correct? 15 A. I don't know. 16 Q. Why don't you know that? 17 MR. WEBBER: Can you amplify on "I don't 18 know"?</p> <p>19 THE WITNESS: I don't know. 20 MR. WEBBER: I believe she's testifying, 21 Counsel, that she doesn't know. 22 Q. (By Mr. Lyons) You don't know why Cross 23 Country Bank has more than one member number? 24 MR. WEBBER: No. That mischaracterizes 25 her testimony.</p>	<p style="text-align: right;">53</p> <p>1 MR. WEBBER: That's what he said. 2 MR. LYONS: No, that's not right. She's 3 right. Too many. Let's stop -- from 150 to 185. 4 Sorry about that. 5 (Exhibit CSC-6 marked for 6 identification.) 7 MR. WEBBER: All right. It's marked. 8 MR. LYONS: Thank you. 9 Q. (By Mr. Lyons) Ms. Fogleman, I'm showing you 10 what's been marked as Deposition Exhibit Number 6. 11 These are frozen scans, are they not, for Penny L. 12 Anderson from the months of 5 of 2002 through November 13 2002? 14 A. No, sir. 15 Q. Was that a yes or a no? 16 A. That was a no. 17 Q. What are we missing in there? 18 A. You've got the first page of December of '02 19 in here. 20 Q. 184 is the end of November? 21 A. Yes, sir. 22 Q. And then 185 is the beginning of -- 23 A. December 2002. 24 Q. Why don't you just tear that back page off 25 that exhibit. Let's leave it at ending at 184.</p>

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1 MR. WEBBER: So you want Exhibit 6 to be  
 2 CSC150 through 184, then?

3 MR. LYONS: Yes. Thanks. Sorry about  
 4 that. Are we square on that?

5 THE WITNESS: Yes, sir.

6 MR. WEBBER: We're cool now.

7 Q. (By Mr. Lyons) Cross Country -- or CSC is  
 8 now reporting between the months of 5 and November --  
 9 May and November of 2002 the Cross Country Bank trade  
 10 line with the notation deceased; is that correct?

11 MR. WEBBER: Object to the form.

12 You can answer.

13 A. It shows Cross Country Member  
 14 Number 458ON08054 with Account Number 422709748440  
 15 consumer deceased.

16 Q. (By Mr. Lyons) That's the same account that  
 17 we just talked about with relation to Russell  
 18 Anderson's credit report that we marked in Deposition  
 19 Exhibit Number 5, correct?

20 A. I believe so, yes, sir.

21 Q. Is CSC responsible for maintaining the  
 22 accuracy of the data contained in frozen scans in  
 23 Exhibit Number 6?

24 MR. WEBBER: Object to the form. Calls  
 25 for a legal conclusion.

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1 Q. (By Mr. Lyons) Okay. Explain that. I  
 2 understood as to location, but now you're saying it  
 3 depends on which creditor is reporting the information?

4 A. We rely also upon the creditor to report to  
 5 us the true and accurate information regarding the  
 6 relationship they may have with the consumer.

7 Q. Okay. But that doesn't override the  
 8 geographical responsibility, depending on where the  
 9 consumer is living, right?

10 MR. WEBBER: Object to the form. Vague.  
 11 You can answer.

12 A. I don't know.

13 Q. (By Mr. Lyons) Well, when Penny Anderson was  
 14 living in New Richmond, Wisconsin, as this credit  
 15 report showed in May of -- as Deposition Exhibit  
 16 Number 6 shows from May of 2000 until November of  
 17 2002 -- May of 2002 until November of 2002, who was  
 18 responsible for the information contained in the Penny  
 19 Anderson credit file?

20 MR. WEBBER: Object to the form of the  
 21 question. Vague.

22 You can answer, if you know.

23 Q. (By Mr. Lyons) Equifax or CSC?

24 MR. WEBBER: Object to the form. She  
 25 can answer.

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1 You can answer.

2 A. The frozen scan is a snapshot that's pulled  
 3 off of the Equifax system.

4 Q. (By Mr. Lyons) Okay. But it contains data  
 5 that is, as I understand it, maintained and updated by  
 6 CSC; is that right?

7 MR. WEBBER: Object to the form.

8 You can answer.

9 A. It can, yes, sir.

10 Q. (By Mr. Lyons) Okay. Ultimately, do you  
 11 know who is responsible for the accuracy of the  
 12 information on the Equifax database as it relates to  
 13 Penny Anderson?

14 MR. WEBBER: Object to the form. Also  
 15 vague as to time.

16 You can answer.

17 A. Well, it depends on where she was living at  
 18 the time.

19 Q. (By Mr. Lyons) Okay. Depending on where she  
 20 was living, it's somebody's responsibility, either  
 21 Equifax or CSC, correct?

22 MR. WEBBER: Object to the form.  
 23 You can answer.

24 A. It depends on the creditor reporting the  
 25 information and how they're reporting it.

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1 A. She would be a CSC consumer. The disputes  
 2 would be handled by CSC.

3 Q. (By Mr. Lyons) And the accuracy of the  
 4 information is the responsibility of CSC, correct?

5 MR. WEBBER: Object to the form.  
 6 You can answer.

7 A. And we rely upon the individual creditors to  
 8 report to us the true and accurate information.

9 Q. (By Mr. Lyons) In this case, that would be  
 10 the same creditor that was reporting Penny as alive and  
 11 then dead and then alive again and then dead again,  
 12 right?

13 MR. WEBBER: Object to the form.  
 14 Misstates the evidence.

15 You can answer.

16 A. I don't know -- I don't know.

17 Q. (By Mr. Lyons) Do you know whether Cross  
 18 Country Bank is a reliable source of information?

19 A. I would think so.

20 Q. You don't know for sure, do you?

21 A. No, sir, I don't.

22 THE REPORTER: Can we take a quick  
 23 break, please?

24 MR. WEBBER: Sure.  
 25 (Recess from 2:37 p.m. until 2:52 p.m.)

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1 Q. (By Mr. Lyons) Ms. Fogleman, we were talking  
 2 about the time period of May through November of 2002,  
 3 and I just want to make sure that I'm clear that during  
 4 that time frame, CSC as opposed to Equifax was  
 5 responsible for the information contained in Penny and  
 6 Russell Anderson's credit files that are stored in the  
 7 Equifax database; is that right?

8 MR. WEBBER: Object to the form of the  
 9 question. Also misstates her testimony.

10 You can answer.

11 A. If the consumer -- Andersons lived within the  
 12 CSC coverage area, CSC would be responsible for the  
 13 updates and/or disputes that may have been submitted by  
 14 the Andersons.

15 Q. (By Mr. Lyons) Okay. What about just the  
 16 overall accuracy of the information that is contained  
 17 in the Equifax database for the same time period, given  
 18 that the Andersons both lived in Wisconsin?

19 MR. WEBBER: Object to the form.

20 You can answer.

21 A. We also -- we rely on the individual  
 22 creditors to provide us with correct and accurate  
 23 information regarding the relationship that they may  
 24 have with the consumer.

25 Q. (By Mr. Lyons) Okay. But in the end -- you

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1 A. No, sir.

2 Q. (By Mr. Lyons) Okay. Then I misunderstood.  
 3 So if there's an update from a new or an old creditor  
 4 to the Andersons' credit file in between May and  
 5 December of 2002, that may not be CSC's responsibility?  
 6 Is that what you're telling me?

7 A. If it's a manual update, yes, sir, it would  
 8 be CSC's responsibility to update the file according to  
 9 the instructions or directions from the individual  
 10 creditor that may have submitted the information on a  
 11 manual form.

12 Q. Okay. And if there's a change or updated  
 13 information that's not manual but tape or electronic,  
 14 then whose responsibility is it to make sure that  
 15 that's accurate?

16 A. The creditor is to report -- or we rely upon  
 17 the creditor to report true and accurate, correct  
 18 information to us on the relationship they have with  
 19 the consumer. Depending on who the creditor member is,  
 20 if they're a subscriber of CSC's or Equifax, as to who  
 21 they would submit their electronic media to.

22 Q. Okay. But isn't it true that CSC -- for  
 23 example, with Cross Country Bank in this case --  
 24 doesn't have a relationship with C -- Cross Country  
 25 Bank doesn't have a relationship with CSC about the

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1 can rely on all kinds of different sources. And, in  
 2 fact, CSC does. But in the end, it's CSC that's  
 3 responsible, is it not, for the accuracy of the  
 4 information in the Equifax database for these consumers  
 5 that live in Wisconsin?

6 MR. WEBBER: Object to the form.

7 You can answer.

8 A. We're responsible for handling the disputes  
 9 and the reinvestigations, if any, submitted by the  
 10 Andersons, as well as any of the updates that may be  
 11 provided to us by various creditors regarding the  
 12 Andersons and also rely upon the individual creditors  
 13 to supply us with the correct and accurate information.

14 Q. (By Mr. Lyons) And I think I follow you, but  
 15 what I guess I'm trying to find out is, if there's a  
 16 dispute by the Andersons in this time frame of May  
 17 until November, because they live in Wisconsin, CSC is  
 18 going to handle it; is that right?

19 A. Correct.

20 Q. Okay. If there's an update to the account  
 21 information by either an old creditor of the Andersons  
 22 or a brand-new creditor of the Andersons, any update is  
 23 going to be handled by CSC, correct?

24 MR. WEBBER: Object to the form.

25 You can answer.

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1 Andersons' information; is that true?

2 MR. WEBBER: Object to the form. Vague.  
 3 You can answer.

4 A. Cross Country Banks, with the two various  
 5 member numbers, subscriber numbers, are not a CSC  
 6 subscriber.

7 Q. (By Mr. Lyons) Right. So CSC doesn't have  
 8 any relationship, contractual or otherwise, with Cross  
 9 Country Bank regarding the reliability or accuracy of  
 10 the information that's being reported on the Andersons,  
 11 right?

12 A. Correct.

13 Q. In November of 2002, did CSC receive a  
 14 dispute directly from Mr. and Mrs. Anderson?

15 A. Yes, sir.

16 Q. I meant -- maybe I'm getting too complicated  
 17 here. But did it go directly from the Andersons to  
 18 CSC, or did it go through Equifax?

19 A. It actually was sent to Equifax and forwarded  
 20 to CSC.

21 MR. LYONS: Okay. And if we could, I  
 22 would like to mark as Deposition Exhibit Number 7  
 23 CSC230 through 241.

24 (Exhibit CSC-7 marked for  
 25 identification.)

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1 MR. WEBBER: We have the exhibit marked.  
 2 Q. (By Mr. Lyons) Ms. Fogleman, I'm showing you  
 3 what's been marked as Deposition Exhibit Number 7.  
 4 It's a series of documents that were produced in  
 5 discovery in this case, and it appears that the first  
 6 page is some kind of a letter.

7 Can you explain to me what the first page  
 8 of Deposition Exhibit Number 7, CSC230, is?

9 A. It's actually just a print screen of the  
 10 document from the system information retrieval system  
 11 of where our documents are imaged and stored.

12 Q. Okay. And if we flip to the second page, 31,  
 13 identify this document for me.

14 A. That's a copy of the letter that's -- it  
 15 looks like it's dated November the 2nd, 2002. It  
 16 appears to be signed by Penny Lee Anderson.

17 Q. Does it also contain Russell D. Anderson's  
 18 name down by the -- what I would call the signature  
 19 area?

20 A. Yes, sir.

21 Q. Okay. What date did CSC receive this  
 22 document?

23 A. It appears that we received it -- it looks  
 24 like the 24th of 2002.

25 Q. And for that information, where are you

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1 A. Yes, sir.  
 2 Q. And what's the process date above that?  
 3 A. There's not really a process date above it.  
 4 It just shows processed.  
 5 Q. I'm sorry. Go up a couple more lines, and  
 6 then you'll see a processed date.  
 7 A. Oh, I'm sorry. Yes, sir. Process date shows  
 8 11/29 of 2002. That's the day that the case was  
 9 created.  
 10 Q. Okay. Now, does this -- does any information  
 11 in Exhibit 7 show when Equifax received it?  
 12 A. Not exactly when they received it, no.  
 13 Q. All right.  
 14 A. It does show that they had it, because they  
 15 marked it for affiliate for referral to CSC, and  
 16 there's a date in the upper left-hand corner where it  
 17 begins AFF colon -- excuse me, parentheses, 313, close  
 18 parentheses, slash, Houston, comma, Texas, parentheses,  
 19 slash -- I can't read some of that information, but  
 20 there's a date that appears -- it could be -- it  
 21 actually could be 11 -- it could be 11/17 dash '02 or  
 22 it could be 11 dash 12, '02. I don't know which.  
 23 Q. Now, when is the date that CSC is required  
 24 under the Fair Credit Reporting Act to begin  
 25 calculating the dates by which it has to respond to the

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1 looking?

2 A. At the top, above November the 2nd, 2002,  
 3 which is handwritten, there's a stamp just above it.

4 Q. Okay.

5 A. And it's hard to read.

6 Q. You think that it might be November 24th?

7 A. It's November twenty-something.

8 Q. Okay. And if you look at any -- could you  
 9 look at any other documents contained in Exhibit 7 to  
 10 find out when was the date that CSC started an  
 11 investigation into the dispute that was contained  
 12 within the November 2nd, 2002, letter?

13 A. Actually, the first page gives us the postal  
 14 date of 11/25 of 2002.

15 Q. What?

16 A. I'm sorry?

17 Q. I didn't understand what you said. What  
 18 document are you looking at to find out what date the  
 19 letter was received by CSC?

20 A. On CSC230, it gives postal date 11/25 of  
 21 2002.

22 Q. Okay. On the left-hand margin?

23 A. Yes, sir.

24 Q. And that's the date that it was received by  
 25 CSC, correct?

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1 investigation?

2 MR. WEBBER: Object to the form. Calls  
 3 for a legal conclusion.

4 But you can answer, if you know.

5 A. The day we receive it.

6 Q. (By Mr. Lyons) The date that CSC receives  
 7 it?

8 A. Yes, sir.

9 Q. Not the date that Equifax receives it, right?

10 A. I --

11 MR. WEBBER: Object to the form. Calls  
 12 for a legal conclusion.

13 You can answer.

14 A. We go with the date we receive it.

15 Q. (By Mr. Lyons) You would agree with me that  
 16 the Andersons didn't send this letter, dispute letter  
 17 that is CSC231, to CSC; is that correct?

18 A. No, they did not send it to CSC. That's  
 19 correct.

20 Q. Now, you said that it was -- it might have  
 21 been received on the 22nd -- no. Did you say 25th?  
 22 What was the postal date again?

23 A. The postal date shows 25.

24 Q. That's the date that CSC marks down as  
 25 receiving it?

<p>1       A. Yes, sir.</p> <p>2       Q. Between the 25th and the 29th, what action, 3 if any, was taken in response to the receipt of the 4 letter?</p> <p>5       A. What do you mean?</p> <p>6       Q. Well, do you know whether anything happened 7 between the date that they received it on the 25th and 8 the date that appears on the front page of deposition 9 Exhibit 7, the process date?</p> <p>10      A. No, sir.</p> <p>11      Q. I didn't hear a response.</p> <p>12      A. I said "No, sir."</p> <p>13      Q. Okay. Thanks.</p> <p>14           So then on the 29th, what happened?</p> <p>15      A. On the 29th of November -- excuse me -- an 16 ACIS case was created on Russell D. Anderson, Sr. And 17 a CDV was sent out -- either a CDV or ACDV was sent out 18 to Cross Country Bank regarding a dispute on an 19 account.</p> <p>20      Q. And do you know whether it was an ACDV or 21 just a CDV?</p> <p>22      A. I do not know.</p> <p>23      Q. Is there any information in Deposition 24 Exhibit Number 7 that would tell you which was sent 25 out?</p>	<p>66</p> <p>1       A. With the information that was submitted to 2 us, it's possible that they were unable to locate a 3 credit file on her, so they would have sent her a form 4 letter requesting additional information so that they 5 could access the credit file.</p> <p>6       Q. I apologize. That CSC sent Ms. Penny 7 Anderson some kind of a letter?</p> <p>8       A. We would -- our policy is, if we're unable to 9 locate a credit file or access a credit file with the 10 information provided, a form letter is sent to the 11 individual requesting additional information so that we 12 can access the correct credit file.</p> <p>13      Q. Okay. And in the CSC records that you have 14 before you marked as Exhibit Number 7, do you see any 15 notation that a letter was sent to Ms. Anderson?</p> <p>16      A. No, sir, because no case was created. If no 17 file is located, no case is created.</p> <p>18      Q. Okay. But do you have any knowledge of any 19 letter being sent to Ms. Anderson?</p> <p>20      A. That is our policy, but no.</p> <p>21      Q. Okay. So you haven't talked to anyone, nor 22 do you, yourself, have personal knowledge of any letter 23 being sent to Ms. Anderson?</p> <p>24      A. No.</p> <p>25      Q. What information was provided in the</p>
<p>67</p> <p>1       A. No, sir, it doesn't. No, sir, there's not.</p> <p>2       Q. Okay. And would you agree with me that the 3 information that was provided to CSC from Equifax 4 concerning this dispute was the letter that is 5 marked -- or that has got Bates numbers CSC231; a copy 6 of some kind of a credit report page that is marked as 7 CSC232; a letter to Russell Anderson, Sr., that's dated 8 August 19th, 2002, which bears CSC233; July 5th, 2002, 9 letter to Penny L. Anderson that bears the Number 10 CSC234?</p> <p>11      A. Yes, sir.</p> <p>12      Q. So CSC received all four pages of the 13 correspondence; is that correct?</p> <p>14      A. Correct.</p> <p>15      Q. Did CSC initiate an investigation on behalf 16 of Penny Lee Anderson?</p> <p>17      MR. WEBBER: On that date?</p> <p>18      Q. (By Mr. Lyons) November 29th, 2002.</p> <p>19      A. I do not show one, no, sir.</p> <p>20      Q. All right. Do you know whether an ACIS case 21 was generated at all related to Penny Anderson in 22 November or December of 2002?</p> <p>23      A. Not to my knowledge, no, sir.</p> <p>24      Q. Do you know why that -- why no investigation 25 was initiated related to Penny Anderson's dispute?</p>	<p>69</p> <p>1       November 2nd, 2002, dispute that allowed or showed 2 information that allowed CSC to access Russell 3 Anderson's credit report?</p> <p>4       A. Name and address.</p> <p>5       Q. Okay. What address were they using for 6 Mr. Anderson?</p> <p>7       A. The letter -- well, actually, on the ACIS 8 case, it was 1614 Wildwood Avenue, New Richmond, 9 Wisconsin 54017.</p> <p>10      Q. That was off of one of the letters that was 11 attached to the dispute letter?</p> <p>12      A. That was off of the American Express letter 13 dated August 19th of 2002.</p> <p>14      Q. Okay. And did CSC attempt to use the address 15 information that Penny Anderson had on her letter dated 16 July 5th, 2002?</p> <p>17      A. That would be the policy, yes, sir.</p> <p>18      Q. Okay. And do you know if that was done?</p> <p>19      A. There is no ACIS case created. If they were 20 unable to locate a credit file, they would have sent 21 her a form letter. No case would be created and no 22 credit file is created.</p> <p>23      Q. No, I understand that's policy. I'm just 24 wondering if you know whether or not anyone actually 25 tried to pull her credit report or locate her credit</p>

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1 report or credit file using the name and the address  
 2 that was present on CSC234.

3 A. They are supposed to, but I do not know for a  
 4 fact.

5 Q. Now, where is the envelope that the letter  
 6 came in? Because that might have an address on it,  
 7 right?

8 A. It's quite possible.

9 Q. Is there an envelope that came with the  
 10 November 2nd, 2002, dispute letter?

11 A. It's quite possible, but there's not one in  
 12 here.

13 Q. Does CSC require Equifax to provide that  
 14 information to it for its investigation process?

15 A. No, sir.

16 Q. No envelope?

17 A. No, sir.

18 Q. Why is that, do you think?

19 A. Well, it's very possible sometimes you get  
 20 things mailed by two or three people in one envelope.  
 21 I mean, we would hope that they would put the  
 22 information in the body of the letter that they're  
 23 sending us. We ask them to put it in the body of the  
 24 letter.

25 Q. CSC asks them to put -- asked the Andersons

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1 MR. WEBBER: Object to the form of the  
 2 question.

3 You can answer.

4 A. No.

5 Q. (By Mr. Lyons) So to the best of your  
 6 knowledge, Ms. Fogleman, no investigation was conducted  
 7 on behalf of Mrs. Anderson related to this  
 8 November 2002 dispute, correct?

9 MR. WEBBER: Object to the form.

10 A. No ACIS case was created at that time.

11 Q. (By Mr. Lyons) Okay. And did CSC try to  
 12 call Mrs. Anderson at the daytime phone that was left?

13 A. No, sir.

14 Q. Do you see that daytime phone number that's  
 15 there in CSC231?

16 A. Yes, sir.

17 Q. Is it policy and procedure for CSC to contact  
 18 a consumer who is disputing information for additional  
 19 information to assist them?

20 MR. WEBBER: I'm going to object to the  
 21 form as vague.

22 But you can answer, if you know.

23 A. No, sir.

24 Q. (By Mr. Lyons) It's not policy?

25 A. I'm sorry, sir?

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1 to put it in the body of the letter?

2 A. Our recordings all say include your full  
 3 name, your address, your date of birth, and Social  
 4 Security number.

5 Q. The telephone recording that CSC left for the  
 6 Andersons said that?

7 A. I don't know that a recording or anything was  
 8 left -- I'm talking about our recording, if someone  
 9 calls us.

10 Q. Yeah. Okay. You're talking about if  
 11 somebody calls you?

12 A. That's right.

13 Q. But there's no evidence that the Andersons  
 14 ever called CSC, is there?

15 A. I do not know.

16 Q. You don't have any evidence of that, do you?

17 A. I don't know, sir.

18 Q. You don't know whether or not you personally  
 19 have any evidence of whether or not the Andersons  
 20 called CSC?

21 A. I do not know if the Andersons ever called  
 22 CSC. I do not know.

23 Q. Okay. Other than the envelope, do you have  
 24 any idea what other information Equifax may have left  
 25 out concerning this dispute?

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1 Q. It's not policy for CSC to call a consumer  
 2 who's provided a number if CSC needs more information?

3 MR. WEBBER: You're talking about by  
 4 telephone?

5 MR. LYONS: Yeah. The telephone number  
 6 is right on the letter.

7 MR. WEBBER: But is your question, by  
 8 telephone? I'm sorry. I didn't hear you, Tommy.

9 MR. LYONS: I guess I don't understand  
 10 your question to me.

11 MR. WEBBER: Are you talking about  
 12 contact by telephone? That's all I'm asking.

13 MR. LYONS: Well, that's the only way I  
 14 think that they could get ahold of her, right, is the  
 15 daytime phone number that was listed in the letter.

16 Q. (By Mr. Lyons) Is that policy, to contact a  
 17 consumer by telephone when a telephone number is  
 18 provided to CSC?

19 A. No, sir, it's not.

20 Q. Why is that?

21 A. We send them a form letter requesting  
 22 additional information and ask them to send that -- or  
 23 submit that information to us so that we can  
 24 complete -- or locate the credit file if we're unable  
 25 to. Because of the volume, we cannot always call the

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1	individuals. Also, too, because of possible fraud, we	1	Q. Do you understand whether there's some
2	don't call the individuals.	2	relationship between Applied Card Systems and Cross
3	Q. (By Mr. Lyons) But CSC didn't treat this	3	Country Bank?
4	dispute as a fraud, did it?	4	A. Possibly there is, yes, sir. That's why the
5	A. Not to my knowledge, no, sir.	5	name and the address is in the system.
6	Q. Okay. So no investigation for Mrs. Anderson.	6	Q. But you would agree with me that she wasn't
7	But tell me about the investigation for	7	complaining about an Applied Card System trade line,
8	Mr. Anderson. A CDV or ACDV was sent to Cross Country	8	correct?
9	Bank. Now, do you send it to -- does CSC send it to	9	A. The dispute went out for the Cross Country
10	Cross Country Bank, a certain address, or where do they	10	Bank for Russell D. Anderson.
11	send it to?	11	Q. Regarding Applied Card Systems and their
12	A. It would be to whatever is associated with	12	Account Number 422709, right?
13	the particular member number for this particular	13	A. 97484406736.
14	account.	14	Q. That didn't really have anything to do with
15	Q. All right. And so do we know which member	15	Cross Country Bank, did it?
16	number that was, or is it located anywhere in	16	A. The account number is showing to be Cross
17	Deposition Exhibit Number 7?	17	Country Bank.
18	A. It's not in Number 7, no, sir.	18	Q. Yeah. The account number is showing to be
19	Q. Does it say on Page 240 -- I'm sorry, not	19	Cross Country Bank, but Applied Card Systems doesn't
20	240 -- but on 241 which member number it was sent to?	20	appear anywhere on the trade line, does it?
21	A. No, sir.	21	A. It could be the parent company or the
22	Q. Does it say who it was sent to?	22	processing for Cross Country Bank. I do not know. I
23	A. It shows Cross Country, but on 238 it shows	23	would have to ask Cross Country Bank.
24	Applied Card Systems, PO Box 15414, Wilmington,	24	Q. Okay. But nobody asked Cross Country Bank
25	Delaware, 19850. And it was regarding the Account	25	that question in the dispute process or in the
	75		77
1	Number 4227097484406736.	1	reinvestigation process, correct?
2	Q. All right. So do you believe that CSC	2	A. What question?
3	contacted Applied Card Systems?	3	Q. The question you just said that's the
4	A. They would have -- a CDV or ACDV would have	4	question you would have to ask Cross Country Bank.
5	been generated and submitted for Cross Country Bank,	5	A. No, sir.
6	and that would be the address or that's where it would	6	Q. Okay. Now, when was the ACDV or CDV sent
7	go to, is Applied Card Systems at the P.O. Box in	7	out?
8	Wilmington, Delaware.	8	A. It would have been on or about November the
9	Q. Where did that address and name information	9	29th, possibly the 30th, the next day.
10	come from that CSC would know where to send the CDV or	10	Q. How many days does Applied Card Systems or
11	ACDV?	11	Cross Country Bank have to get back to CSC?
12	A. Associated with the member number and the	12	A. They have approximately 30 days to respond.
13	ACIS and ACRO system.	13	Q. They have approximately 30 days or how many?
14	Q. So CSC, it's conceivable, would send a CDV or	14	A. 30 days for us to close out the case.
15	ACDV to a company that had a different name than the	15	Q. So less than 30 days?
16	trade line that was being reported that was disputed?	16	A. Correct.
17	MR. WEBBER: Object to the form.	17	Q. Do you know how many days CSC will close out
18	You can answer.	18	the -- close out the investigation? What day does CSC
19	A. If that's what's set up in the system. That	19	close out the investigation?
20	it goes to a different -- to another name, yes, sir.	20	A. They close it out within two to three days of
21	Q. (By Mr. Lyons) Does that seem odd to you	21	the 30 days.
22	22 that something -- a dispute regarding a Cross Country	22	Q. And in this particular instance, according to
23	Bank account would be send to an entity called Applied	23	CSC241, what day does CSC close out the investigation?
24	Card Systems?	24	A. On December the 20th, 2002.
25	A. No, sir.	25	Q. Which would have been day what in the 30-day

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<p>1 process?</p> <p>2 A. It probably was about day 25. This was also</p> <p>3 during the Christmas season, and if it was to come out</p> <p>4 on a holiday, we would close it out prior to the</p> <p>5 holiday.</p> <p>6 Q. All right. And CSC never received a response</p> <p>7 from Cross Country Bank or Applied Card Service; is</p> <p>8 that right?</p> <p>9 A. Correct.</p> <p>10 Q. You don't have any information as to why that</p> <p>11 was that you didn't receive a response, do you?</p> <p>12 A. No, sir. We just didn't receive a response,</p> <p>13 and it was removed due to no response.</p> <p>14 Q. Okay. So the Cross Country Bank trade line</p> <p>15 with the account number ending in 63 -- or 6736 was</p> <p>16 removed from Russell Anderson's -- Russell Anderson,</p> <p>17 Sr.'s CSC credit file, correct?</p> <p>18 A. Yes, sir.</p> <p>19 Q. To the best of your knowledge, Ms. Fogleman,</p> <p>20 did Cross Country Bank ever report any deceased comment</p> <p>21 on any trade line after December 2002 related to</p> <p>22 Russell D. Anderson, Sr.?</p> <p>23 A. I do not know.</p> <p>24 Q. Well, have you looked at any frozen scans</p> <p>25 that would tell you that answer?</p>		<p>1 Bank continued to report the account even after they</p> <p>2 suppressed the information?</p> <p>3 A. I do not know.</p> <p>4 Q. Does CSC preserve the -- or keep the tape</p> <p>5 that's reported to it by Cross Country Bank?</p> <p>6 A. The tape would be submitted to Equifax.</p> <p>7 Q. Oh, that's right. So you don't know whether</p> <p>8 Equifax hangs onto it, right?</p> <p>9 A. No, sir, I don't.</p> <p>10 Q. Does Equifax, when it gets the tape from</p> <p>11 CSC -- or from Cross Country Bank, does it then just</p> <p>12 give it to CSC, or does it go ahead and load it into</p> <p>13 the system?</p> <p>14 A. Equifax processes the tapes.</p> <p>15 Q. Okay. And by process it, do you mean load it</p> <p>16 into the system?</p> <p>17 A. Yes, sir.</p> <p>18 Q. Now, after November of 2002, specifically in</p> <p>19 all the scans related to in Deposition Exhibit</p> <p>20 Number 8, the Cross Country Bank trade line is listed</p> <p>21 as -- that we've been discussing, "consumer disputes,</p> <p>22 reinvestigation in process." Do you see that? On</p> <p>23 every month it says the same thing.</p> <p>24 A. The narrative on the account, yes, sir.</p> <p>25 Q. But there was no reinvestigation in process</p>	
<p>1 A. Regarding this account, it was suppressed.</p> <p>2 Q. How about any other account?</p> <p>3 A. I don't recall.</p> <p>4 MR. LYONS: Let's mark as Exhibit</p> <p>5 Number 8 -- let's mark CSC067 through CSC109 as</p> <p>6 Exhibit 8.</p> <p>7 (Exhibit CSC-8 marked for</p> <p>8 identification.)</p> <p>9 MR. WEBBER: Okay. It's marked.</p> <p>10 Q. (By Mr. Lyons) Marked as Deposition Exhibit</p> <p>11 Number 8, these are the frozen scans for 12 of 2002</p> <p>12 through 8 of 2003 related to Russell Anderson, Sr., are</p> <p>13 they not?</p> <p>14 A. They appear to be, yes, sir.</p> <p>15 Q. Okay. And it appears that after the ACIS</p> <p>16 case was closed, that CSC suppressed the Cross Country</p> <p>17 Bank trade line that had previously been reported as</p> <p>18 deceased; is that correct?</p> <p>19 A. For Member Number 458ON08054 with the Account</p> <p>20 Number 422709748440.</p> <p>21 Q. So CSC removed the deceased status from</p> <p>22 Russell Anderson's CSC credit report, correct?</p> <p>23 A. The complete trade line was removed,</p> <p>24 suppressed.</p> <p>25 Q. Does CSC know whether or not Cross Country</p>	79	<p>1 in any of those months following December of '02,</p> <p>2 correct?</p> <p>3 A. Not to my knowledge, no, sir.</p> <p>4 Q. So that's not accurate, is it?</p> <p>5 A. That is a narrative that shows that the</p> <p>6 account was in investigation prior to the suppression.</p> <p>7 Q. Right. But it's not correct that a</p> <p>8 reinvestigation is in process?</p> <p>9 A. It only relates to what the narrative was</p> <p>10 prior to it being suppressed in December of 2002, which</p> <p>11 only shows up internally.</p> <p>12 Q. And inside the file, inside the database at</p> <p>13 Equifax that CSC maintains, there is information that</p> <p>14 says "consumer disputes-reinvestigation in process,"</p> <p>15 right?</p> <p>16 MR. WEBBER: Object to the form.</p> <p>17 You can answer.</p> <p>18 A. CSC doesn't maintain the database.</p> <p>19 Q. (By Mr. Lyons) Who maintains the database?</p> <p>20 A. Equifax.</p> <p>21 Q. What does "maintain" mean?</p> <p>22 A. They house it. They do the other things to</p> <p>23 it.</p> <p>24 Q. Do you know what they do to it?</p> <p>25 A. No, I don't.</p>	81

<p>1 Q. But Equifax didn't put on there that there's 2 an reinvestigation in process, right? 3 A. It was a narrative that automatically was 4 added to the trade line while there was an 5 investigation when the ACIS case was created in 6 November of 2002. 7 When the account was suppressed, that 8 narrative remained on the account, but it is only 9 viewed internally, just like the suppressed account can 10 only be seen internally. 11 Q. The entities that have access to that 12 internal information are Equifax and CSC, correct? 13 A. Correct. 14 Q. Anybody else? 15 A. No, sir. 16 Q. Now, can you tell from Deposition Exhibit 17 Number 7, page CSC235, if an entity -- any subscriber 18 viewed Mr. Russell D. Anderson, Sr.'s credit report -- 19 CSC or Equifax credit report when the deceased 20 information was on there between May and December of 21 2002? 22 A. Ask that question again. I'm sorry. 23 Q. I'm looking at Page 235. 24 A. Correct. 25 Q. Deposition Exhibit Number 7.</p>	<p>82</p> <p>1 A. Oh, November? November would be the American 2 Express, Stillwater, Tousley Ford, and then the ones 3 that are showing account review, the AR inquiries, 4 which I do not have the names of. 5 Q. (By Mr. Lyons) To know what those were, I 6 would need to match the subscriber code to the name, 7 correct? 8 A. Yes. 9 Q. All right. 10 A. Or -- yes. 11 Q. And in the Wells Fargo Home Mortgage in 12 December 03 and 09 of 2002, would the CSC report still 13 reflect the deceased Cross Country Bank trade line? 14 A. On December the 3rd, December the 9th, yes, 15 sir, it would show it, but it would also show that the 16 consumer -- that the account was under investigation. 17 Q. Under investigation of whether he was dead or 18 not or -- what would the investigation be? 19 MR. WEBBER: Object to the form. 20 You can answer. 21 A. They would have received the trade 22 information, as well as the narrative and notation that 23 the "consumer disputes-re-investigation in process." 24 Q. (By Mr. Lyons) Ms. Fogleman, can you 25 identify or tell me whether or not a credit report that</p>
<p>1 A. Correct. 2 Q. That shows a list of inquiries, correct? 3 A. Correct. 4 Q. I'm trying to find out whether or not, 5 between May of 2002 when the deceased item -- Cross 6 Country item reappeared on Mr. Anderson's credit 7 report, whether or not anybody saw it between May of 8 2002 and November of 2002? 9 MR. WEBBER: I'll object to the form of 10 the question. Misstates the evidence. 11 But you can answer. 12 A. All the companies that inquired during that 13 time frame would have received the information supplied 14 to us by Cross Country regarding that particular 15 account. 16 Q. (By Mr. Lyons) Okay. And to find out who 17 those -- or which of those entities did receive a CSC 18 credit report with that deceased information, I would 19 need the member numbers; is that right? 20 A. Well, the ones with Tousley Ford, Stillwater 21 Ford, American Express, Wells Fargo Home Mortgage. 22 MR. WEBBER: Counsel, are you talking 23 about between May '02 and November of '02? 24 MR. LYONS: Right. 25 MR. WEBBER: Okay.</p>	<p>83</p> <p>1 has a deceased code information placed on it would 2 produce a credit score? 3 MR. WEBBER: Object to the form. Lack 4 of foundation. 5 You can answer. 6 A. No, sir, it doesn't. 7 Q. (By Mr. Lyons) Is there any more information 8 concerning the November 2002 dispute by Penny and 9 Russell Anderson that you're aware of that we have not 10 discussed? 11 MR. WEBBER: Object to the form. If 12 you've got a specific question, I'm sure she's happy to 13 answer it. 14 MR. LYONS: That's it. 15 Q. (By Mr. Lyons) Do you know of any more 16 information that we haven't discussed about the dispute 17 and the investigation by CSC, Ms. Fogleman? 18 A. No, sir. 19 MR. WEBBER: I object to the form. Have 20 you answered all his questions to the best of your 21 recollection? 22 THE WITNESS: Yes, sir. 23 MR. WEBBER: Okay. 24 Q. (By Mr. Lyons) And there's nothing that you 25 and I haven't talked about that you know of or are</p>

<p>1 aware of concerning this investigation, correct      2 Ms. Fogleman?      3 MR. WEBBER: Object to the form of the      4 question. Are you asking her to supply you with a list      5 of questions?      6 MR. LYONS: I don't want a list of      7 questions. I want to know if there's anything she      8 knows of concerning this investigation regarding this      9 dispute of Penny and Russell Anderson that she and I      10 haven't covered in this deposition so far.      11 MR. WEBBER: I'm going to object to the      12 form of the question.      13 MR. LYONS: That's fine, Counsel. You      14 can make your objection. Just let her answer the      15 question.      16 A. Not that I'm aware of.      17 Q. (By Mr. Lyons) Okay. Thanks.      18 MR. LYONS: Let's mark as Deposition      19 Exhibit Number 9 CSC185 through CSC229.      20 (Exhibit CSC-9 marked for      21 identification.)      22 MR. WEBBER: Okay. We got it.      23 Q. (By Mr. Lyons) Ms. Fogleman, I'm showing you      24 what's been marked as Deposition Exhibit Number 9.      25 These are frozen scans, are they not, for Penny</p>	<p>86</p> <p>1 beginning 4227?      2 MR. WEBBER: Object to the form.      3 You can answer.      4 A. No, sir, we did not.      5 Q. (By Mr. Lyons) Why do you say that?      6 A. In January 2003 scan, on CSC192, it shows --      7 Cross Country Member Number 458ON08054 with Account      8 Number 422709748440 shows a manual entry, and it does      9 not reflect as being deceased.      10 Q. So that was the manual reporting by Cross      11 Country Bank at that time to remove the deceased      12 status?      13 A. Something was submitted regarding this      14 particular account, and it was updated in January      15 of '03.      16 Q. Submitted by whom?      17 A. It would have been submitted by Cross      18 Country.      19 Q. To whom?      20 A. To either Equifax or CSC.      21 Q. And how do we know who it was?      22 A. We don't.      23 Q. Okay. Whose responsibility was it for      24 updating files on Wisconsin customers at that time?      25 A. If Equifax received it, they would have</p>
<p>87</p> <p>1 Anderson between the months of December 2002 and 2003?      2 MR. WEBBER: I'm sorry. What month?      3 MR. LYONS: December of 2002, August of      4 2003. Including August of 2003.      5 A. It appears to be, yes, sir.      6 Q. (By Mr. Lyons) Okay. And you're not aware      7 of CSC placing a telephone call at the number that      8 Ms. -- or Mrs. Anderson provided to CSC in Deposition      9 Exhibit Number 7 anytime between December of 2002 and      10 August 2003, are you?      11 A. No, sir.      12 Q. And you would agree with me that between that      13 time, December of 2002 and August of 2003, CSC      14 continued to report the Cross Country Bank Account      15 Number ending in -- or beginning 4227 as deceased?      16 MR. WEBBER: Object to the form.      17 You can answer.      18 A. No, sir.      19 Q. (By Mr. Lyons) Say that again.      20 A. No, sir.      21 Q. You don't know that to be true?      22 A. Repeat your question. I'm sorry.      23 Q. Between December of 2002 through August of      24 2003, CSC continued to report Penny Anderson as      25 deceased related to Cross Country Bank account</p>	<p>89</p> <p>1 submitted it to CSC for the manual update.      2 Q. And would there be -- would CSC keep a record      3 of that manual update?      4 A. No, sir.      5 Q. Why is that?      6 A. Sheer volume of the manual updates received,      7 for security reasons.      8 Q. So the month before, in December, they were      9 reporting it as deceased, Cross Country Bank was, same      10 account number, same member number, right?      11 A. Yes, sir.      12 Q. And then in January, they switched and      13 stopped reporting it as deceased, correct, same member      14 number, same account number?      15 A. There was a manual update, yes, sir.      16 Q. Right. And then the next month, what      17 happened? That would be February of 2003.      18 A. February of 2003 is actually the same report      19 as it was in January 2003, which shows reporting date      20 of 1 of '03.      21 Q. So it shows up the same way in February as it      22 did in January, correct?      23 A. Yes, sir. Yes, sir.      24 Q. And was that the same then in March as well?      25 A. Yes, sir.</p>

<p>1 Q. Pardon me?</p> <p>2 A. Yes, sir.</p> <p>3 Q. And then what about April?</p> <p>4 A. In April, it shows -- it shows the same also.</p> <p>5 Q. So from January to -- through April, it was</p> <p>6 reporting the Cross Country Bank trade line as not</p> <p>7 having Ms. Anderson deceased, correct?</p> <p>8 A. Correct.</p> <p>9 Q. But then in May in 2003, the deceased</p> <p>10 notation back on. And I direct your attention to</p> <p>11 CSC211. Is that right?</p> <p>12 A. Yes, sir. It shows reported by tape or</p> <p>13 automated tape, Member Number 458ON08054, reported May</p> <p>14 of '03, consumer deceased, Account Number 422709748440.</p> <p>15 Q. And that's the same member number and account</p> <p>16 number as in January, February, March, and April,</p> <p>17 correct?</p> <p>18 A. Correct.</p> <p>19 Q. Now, that change in the reporting by Cross</p> <p>20 Country Bank from that member number on that account</p> <p>21 number, does that trigger any kind of flag at CSC or</p> <p>22 Equifax -- well, at CSC concerning accuracy?</p> <p>23 MR. WEBBER: Object to the form.</p> <p>24 Vagueness. What change?</p> <p>25 Q. (By Mr. Lyons) Well, isn't there a change in</p>	<p>90</p> <p>1 Q. (By Mr. Lyons) And beginning in May</p> <p>2 through -- am I right, through August of 2003, Cross</p> <p>3 Country Bank continued to report to CSC that</p> <p>4 Mrs. Anderson was dead related to the trade line and</p> <p>5 the member number that we already discussed?</p> <p>6 MR. WEBBER: Object to the form of the</p> <p>7 question.</p> <p>8 You can answer.</p> <p>9 A. Yes, sir.</p> <p>10 Q. The account that we've been discussing with</p> <p>11 regard to Ms. Anderson, this Cross Country Bank</p> <p>12 account, is that an individual account or joint</p> <p>13 account?</p> <p>14 A. It doesn't say.</p> <p>15 Q. What about in the months where they were</p> <p>16 reporting her as alive, from January to April of 2003,</p> <p>17 does it say in there?</p> <p>18 A. No, sir, it doesn't say.</p> <p>19 Q. Is Cross Country Bank supposed to report that</p> <p>20 information?</p> <p>21 MR. WEBBER: Object to the form.</p> <p>22 Foundation.</p> <p>23 You can answer.</p> <p>24 A. We ask them to submit the information.</p> <p>25 Q. (By Mr. Lyons) Well, CSC doesn't ask them to</p>
<p>91</p> <p>1 the consumer status of being deceased?</p> <p>2 MR. WEBBER: Yeah. I mean, at what</p> <p>3 point, though?</p> <p>4 MR. LYONS: Well, it looks like there is</p> <p>5 a consumer deceased in the months prior to January of</p> <p>6 2003. Then there's four months with no deceased. And</p> <p>7 then all of a sudden back in May of 2003 there's</p> <p>8 deceased again.</p> <p>9 Q. (By Mr. Lyons) Right, Ms. Fogelman?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. So that's the change I'm talking</p> <p>12 about. And when a change like that occurs, where</p> <p>13 somebody goes from dead to alive to back to dead again,</p> <p>14 does that send up any kind of flag or system warning to</p> <p>15 CSC about the accuracy of the information?</p> <p>16 MR. WEBBER: Object to the form of the</p> <p>17 question.</p> <p>18 You can answer.</p> <p>19 A. No, sir.</p> <p>20 Q. (By Mr. Lyons) Why is that?</p> <p>21 MR. WEBBER: Object to the form. Also</p> <p>22 lack of foundation.</p> <p>23 You can answer.</p> <p>24 A. It's not CSC's system, and there's nothing in</p> <p>25 place in the system that I'm aware of to notify us.</p>	<p>91</p> <p>1 submit the information, do they? Equifax does?</p> <p>2 A. Equifax, correct.</p> <p>3 Q. Isn't that right?</p> <p>4 A. Yes, sir.</p> <p>5 Q. And you don't even really know or have</p> <p>6 personal knowledge of whether Equifax requires them to</p> <p>7 do that, do you?</p> <p>8 A. No, sir.</p> <p>9 Q. All right. Would you look at CSC242 and</p> <p>10 24 -- or 242 to 244. Before we mark it, I would like</p> <p>11 you to tell me what it is, and then we'll see if we</p> <p>12 need to mark it.</p> <p>13 A. It's an internal -- it's an internal copy of</p> <p>14 a credit file on Russell D. Anderson, Sr.</p> <p>15 Q. This is a CSC internal file?</p> <p>16 A. Yes, sir. Maintenance copy.</p> <p>17 Q. What's the purpose of the maintenance file?</p> <p>18 MR. WEBBER: Object to the form.</p> <p>19 You can answer.</p> <p>20 A. It's just a way -- it's just an internal</p> <p>21 copy, in-house copy, that gives the suppressed</p> <p>22 accounts.</p> <p>23 Q. (By Mr. Lyons) Does it provide any scoring</p> <p>24 data?</p> <p>25 A. Oh, no, sir.</p>

1 Q. And do you know why there were three of them  
 2 run for Russell D. Anderson, Sr.? Or actually maybe  
 3 there were more. Why there were four of them?  
 4

5 MR. WEBBER: She's only looking at 242  
 6 to 44. Is that --

7 Q. (By Mr. Lyons) I'm sorry. Take a look at  
 8 242 to 254. I think you'll find four different ones.

9 A. 245 -- well, 242 through 244 is a maintenance  
 10 copy for Russell D. Anderson.

11 Q. Okay.

12 A. 245 through 247 is a copy for Penny Anderson,  
 13 and it's in the reporting or the inquiry mode.

14 248 through 250 is an inquiry mode on a  
 15 Russell Anderson, Sr.

16 Q. All right.

17 A. And 251 through 254 is a maintenance copy on  
 18 Penny.

19 Q. And when were the reports on Penny run?

20 A. All of these were done on September the 24th,  
 21 2003.

22 Q. In response to what?

23 A. I believe because of the lawsuit.

24 Q. Okay. And as a result of the lawsuit, was  
 25 another ACIS case started?

A. That, I don't know.

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1 A. Not that I remember, no, sir.

2 MR. LYONS: Let's take a break for about  
 3 five minutes. Let me see if I -- what else I have, and  
 4 then we can try to wrap it up.

5 MR. WEBBER: Okay. Can we make it ten?  
 6 Is that all right?

7 MR. LYONS: Yeah. 4:10 let's get back  
 8 together.

9 MR. WEBBER: Okay.

10 (Recess from 3:56 p.m. until 4:12 p.m.)

11 MR. LYONS: Ms. Fogleman, thank you for  
 12 your testimony today. I don't have anything further at  
 13 this time. Subject to later production of different  
 14 documents by your counsel that I believe we've  
 15 requested that I think he disputes, thank you for your  
 16 testimony today.

17 I pass the witness.

18 MR. WEBBER: Without -- and this is  
 19 something we can talk about off the record, obviously,  
 20 but we would -- our position is that we produced the  
 21 documents that were required and also announced the  
 22 scope of documents that we were producing. So we don't  
 23 believe there's any ground for reopening the  
 24 deposition, but that's something that will await  
 25 another day.

1 Q. Are you -- strike that.

2 The maintenance and inquiry reports that  
 3 you have identified, you believe that they were  
 4 generated as a result of the lawsuit; is that correct?

5 A. Yes, sir.

6 Q. Okay. Is it your understanding that in  
 7 September of 2003, as a result of the lawsuit, the  
 8 Cross Country Bank/Applied Card Service Systems trade  
 9 line Account Number 4227097484406736 was deleted?

10 A. I don't know.

11 Q. But there's no ACIS case related to that  
 12 account number or a dispute in September of 2003?

13 A. I don't have one, no, sir.

14 Q. Do you know why or have you ever found out  
 15 why Cross Country Bank reported to Equifax why -- or  
 16 that -- let me start over.

17 Do you know why or have any information  
 18 as to why Cross Country Bank was reporting its  
 19 accounts, the accounts that we've discussed today, as  
 20 deceased related to Mr. and Mrs. Anderson?

21 A. No, sir, I don't.

22 Q. Has it ever been brought to your attention  
 23 prior to this lawsuit or subsequent to this lawsuit  
 24 that Cross Country Bank had reported someone alive as  
 25 deceased before?

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1 Does anybody else have any questions for  
 2 Ms. Fogleman?

3 MS. AVERETT: Equifax doesn't have any.  
 4 MR. WEBBER: Dustin?

5 MR. RAWLIN: This is Mr. Rawlin for  
 6 Experian. I have no questions for the witness.

7 MR. LANE: Nor from Trans Union.  
 8 Thanks.

9 MR. WEBBER: I have just a couple of  
 10 questions, if I might.

11 EXAMINATION  
 12 BY MR. WEBBER:

13 Q. Ms. Fogleman, earlier you had some questions  
 14 from Mr. Lyons about whether you were aware of a  
 15 situation where an investigation of a dispute by CSC  
 16 has gone beyond 30 days. To your knowledge, do  
 17 investigations always -- or are investigations always  
 18 completed within 30 days?

19 A. No, sir.

20 MR. LYONS: Objection, vague.

21 Q. (By Mr. Webber) Can you think of -- are you  
 22 aware in your experience of any circumstances where it  
 23 has taken longer than 30 days to complete an  
 24 investigation of a dispute?

25 A. Yes, sir.

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1 Q. All right. Can you name a particular file  
2 right now as you sit here where an investigation took  
3 longer than 30 days?

4 A. Not a particular file, no, sir.

5 Q. But are you aware in your experience that  
6 investigations sometimes do run longer than 30 days?

7 A. Yes, sir.

8 Q. Can you give us an example of why an  
9 investigation might run longer than 30 days?

10 A. The consumer would send in information to  
11 dispute. We send out the information to the creditor.  
12 Creditor would respond with information. The consumer  
13 then could send in additional information or have  
14 additional concerns or disputes regarding that account.  
15 Would send it back out to the creditor. And this could  
16 take place several times.

17 Q. So the creditor and the consumer might go  
18 back and forth several times submitting more  
19 information to CSC?

20 A. Correct.

21 Q. And in those circumstances, would it  
22 sometimes take longer than 30 days to complete an  
23 investigation?

24 A. Yes, sir.

25 Q. Okay. You also had some questions from

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1 A. Yes, sir.

2 Q. And as part of that fraudulent dispute, have  
3 those people in your experience sometimes submitted a  
4 phone number that is not the phone number of the  
5 consumer that the report pertains to?

6 A. Yes, sir.

7 Q. And does that create a situation where CSC  
8 might unwittingly get pulled into a situation where  
9 somebody is perpetrating a fraud on a consumer?

10 A. Yes, sir.

11 Q. Is that part of the reason why CSC does not  
12 call telephone numbers in dispute letters?

13 A. Yes, sir.

14 Q. You also had some questions from Mr. Lyons  
15 regarding the fact that in this case the entity that  
16 was reporting the debt for the Andersons was apparently  
17 Cross Country Bank, yet the CDV went to an entity  
18 called Applied Card Systems. Do you remember that  
19 testimony?

20 A. Yes, sir.

21 Q. Did the CDV in this case -- or the ACDV,  
22 whichever it was, did that go to the address that was  
23 associated with the creditor that was reporting the  
24 debt that's at issue?

25 A. Yes, sir.

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1 Q. Mr. Lyons regarding Ms. Anderson's dispute, Penny  
2 Anderson's dispute.

3 I think he had asked you why CSC didn't  
4 telephone Ms. Anderson at the phone number that was on  
5 her November 2, 2002, dispute letter. And I think you  
6 testified that CSC did not call that number because of  
7 a concern about potential fraud.

8 CSC did not treat Ms. Anderson's dispute  
9 as one that she had been defrauded, correct?

10 A. Correct.

11 Q. Okay. What did you mean when you said that  
12 CSC's concerns about potential fraud make it your  
13 policy not to call a telephone number that is on a  
14 dispute number?

15 A. Well, we don't have verification of who the  
16 telephone number goes to. We don't know whether we're  
17 really speaking to the individual that supposedly may  
18 have sent the letter, or the person may not even be  
19 there to where you could not get through to them, which  
20 would actually then delay the investigation.

21 Q. In your career at CSC, have you been aware of  
22 instances where fraudulent disputes were submitted;  
23 that is, the dispute that was submitted was submitted  
24 by somebody other than the person to whom the credit  
25 report pertained?

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1 Q. And is that the address that the creditor  
2 itself, in this case Cross Country Bank, designated as  
3 the address it wanted CDVs or ACDVs sent to?

4 A. Yes, sir.

5 Q. And is it the case that sometimes the name  
6 that goes on the post office box that the CDV is sent  
7 to is sometimes different from the name of the creditor  
8 that is showing up on the credit report?

9 A. Yes, sir.

10 Q. Is that common or uncommon?

11 A. It's common.

12 Q. Okay. Can you think of another example where  
13 that kind of thing happens; that is, where the name  
14 that is attached to the post office box that the CDV is  
15 sent to is different from the name of the creditor  
16 reporting the debt?

17 A. Retailers National Bank.

18 Q. What is Retailers National Bank?

19 A. They actually do the card or the account  
20 processing or are the entities for Mervyn's, Marshall  
21 Field's, Dayton Hudson's, Target, to name a few.

22 Q. So if a dispute were raised with respect to,  
23 for example, a trade line from Target, would the CDV be  
24 sent to a post office box or some other recipient  
25 bearing the name Retailers National Bank?

<p>1        A. Either Retailers National Bank or RNB.      2        Q. Okay. And is that because that is who Target      3 has designated as the outfit to actually receive the      4 CDVs?      5        A. Yes, sir.      6        Q. And is that what you believe to have happened      7 in this case; that is, that Applied Card Systems is the      8 entity or the name of the outfit that Cross Country      9 Bank designated to receive CDVs and ACDVs?      10      A. Yes, sir.      11      Q. Finally, I just want to make sure this is      12 clear. You had some testimony that the trade line from      13 Cross Country Bank that you've been talking about      14 sometimes had the notation "reinvestigation in process"      15 during a time that that trade line was suppressed. Do      16 you recall those questions and your testimony on that?      17      A. Yes, sir.      18      Q. Do the creditors during the time that the      19 trade line is suppressed ever see the words      20 "reinvestigation in process"?      21      A. No, sir.      22      Q. When a creditor pulls a report that has a      23 trade line that is suppressed, do they ever see any      24 information about that trade line?      25      A. Not if the trade line is suppressed, no, sir.</p>	<p>102</p> <p>1        BY MR. LYONS:      2        Q. Ms. Fogleman, Mr. Lyons. I've got a few      3 follow-ups based on the interesting questions that      4 Mr. Webber raised with you.      5        First of all, he talked with you in his      6 first series of questions about disputes that take      7 longer than 30 days. And he, I think -- although the      8 record will reflect the exact words he used. I thought      9 he said that there was some back and forth between the      10 information that was being provided by the creditor and      11 the information that was being provided by the      12 consumer. Do you remember him asking you questions      13 like that?      14      A. Yes, sir.      15      Q. Okay. So is it your testimony that if a      16 consumer provides a dispute about some inaccuracy that      17 they claim on the report and a creditor comes back with      18 some information that contradicts or challenges that      19 consumer's dispute, that then CSC goes back to the      20 consumer and tells them what the creditor said and      21 waits for them to respond back? I didn't understand      22 that. Can you elaborate on that?      23      MR. WEBBER: Object to the form.      24      You can answer.      25      A. Consumer submits a dispute regarding a</p>
<p>103</p> <p>1        Q. Once a trade line is suppressed on your      2 internal copy -- that is, for CSC and Equifax's      3 internal copy -- is that trade line essentially frozen      4 in time as of the moment that it's suppressed?      5        A. Yes, sir.      6        Q. And does it remain essentially frozen in time      7 for as long as it is suppressed?      8        A. Yes, sir.      9        Q. And in your experience, do people at least at      10 CSC know that?      11      A. Yes, sir.      12      Q. So when somebody from CSC looks at a trade      13 line that says "reinvestigation in process" but      14 reflects that it was suppressed two years ago, do      15 people understand that there is probably not a      16 reinvestigation still in process?      17      A. Yes, sir.      18      Q. And in any event, a creditor that pulls that      19 credit report is never going to see the words      20 "reinvestigation in process"; is that correct?      21      A. As long as the account is suppressed,      22 correct.      23      MR. WEBBER: And that's all I have.      24 Thank you.      25      FURTHER EXAMINATION</p>	<p>105</p> <p>1        certain entity. The dispute process is begun.      2        An ACDV or CDV is mailed out to the      3 creditor in question. The creditor responds. They      4 send the information back. The information then is      5 updated or noted in the credit file.      6        A report is mailed out to the consumer.      7 And then the consumer either calls in or submits it      8 back again in writing, another dispute regarding the      9 same entity, which we then would go back to that      10 company, tell them what the consumer said of what the      11 nature of the dispute is.      12      The creditor would respond. It's again      13 updated or noted on the credit file.      14      Report is sent out to the consumer. And      15 then the consumer may send it back again. And we go      16 back and forth.      17      Q. Okay. So -- I understand. But after each --      18 after each round of the consumer disputing      19 information -- whether it's a CDV or ACDV is sent to      20 the creditor and then the response from the creditor,      21 CSC concludes that investigation at that time. That      22 investigation isn't ongoing, is it?      23      A. That particular case is closed out, and a      24 report is sent out to the consumer. But the consumer      25 may resubmit information regarding that same entity,</p>

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1 which we would go back to that company to reverify what  
2 the consumer is now telling us.

3 Q. Right. Right. Okay. So let me make sure  
4 I -- this is clear. Let's make sure the record is  
5 clear.

6 The reinvestigation of a dispute has a  
7 beginning and has an end when CSC -- the end of which  
8 is when CSC sends out the report to the consumer that  
9 says, "Our investigation is concluded, and this is what  
10 the results are," correct?

11 A. Correct.

12 Q. Okay. Then if a consumer wants to start a  
13 second investigation, he may -- he or she may do so by  
14 submitting another dispute, correct?

15 A. Correct.

16 Q. So your testimony is clear, there is never  
17 the situation where a dispute -- an initial dispute by  
18 a consumer is somehow ongoing for greater than 30 days  
19 all arising out of an initial dispute to CSC, correct?

20 A. There are times that the consumer sends in  
21 information regarding a certain entity, and even before  
22 it's even finished, they will send in additional  
23 information regarding that same company, which then we  
24 have to create and send out a second ACDV which may  
25 have been just, you know, two or three days after the

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1 the creditor said before the corrected report was sent  
2 out. You're not saying that, are you?

3 A. No.

4 Q. Okay. All right. And with regard to the  
5 question that Mr. Webber raised about fraud disputes  
6 and CSC's concern for perpetrating frauds or being the  
7 victim of frauds or helping perpetrate frauds, at no  
8 time did CSC think that the Anderson dispute was a  
9 fraud, correct?

10 A. Correct.

11 MR. WEBBER: Object to the form. I  
12 don't think I asked her about CSC helping fraud.

13 Q. (By Mr. Lyons) Right, Ms. Fogelman? CSC was  
14 never concerned that Mr. and Mrs. Anderson's letter of  
15 November of 2000 was a fraud?

16 A. No, sir.

17 Q. No. And, in fact, they treated it as though  
18 it weren't a fraudulent dispute because they acted upon  
19 the letter itself that was submitted by the Andersons,  
20 correct?

21 A. Correct.

22 Q. Okay. But for policy reasons, despite  
23 believing that the letter was not fraud, it didn't  
24 place a phone call to Mrs. Anderson at the number that  
25 was provided, correct?

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1 first one. And that can go on for weeks.

2 Q. That's only if a consumer keeps sending in  
3 new information to CSC, correct?

4 A. Correct.

5 Q. But once CSC gets information back from the  
6 creditor, that's the end of the investigation, correct?

7 A. Not if there's still information outstanding  
8 regarding the additional information that the consumer  
9 had submitted. There would be more ACDVs or CDVs  
10 coming back.

11 Q. Okay. I follow what you're saying. But once  
12 the creditor has responded to the -- to whatever  
13 information CSC has conveyed from the consumer, that's  
14 the end of the investigation, correct?

15 A. For that particular dispute, you might say.

16 Q. Okay.

17 A. Unless there's still an outstanding dispute  
18 that the consumer has submitted regarding that same  
19 account, but within -- within several days or weeks of  
20 the initial dispute.

21 Q. Okay. I just didn't -- I thought that what  
22 you were saying is that somehow there was a back and  
23 forth between the consumer and the creditor and CSC  
24 would prolong these investigations as long as the  
25 consumer kept -- or was given a chance to refute what

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1 A. Correct.

2 Q. Okay. Now, finally, there was talk about  
3 creditors being contacted through entities that don't  
4 appear on the credit report. Do you remember  
5 Mr. Webber asking you about that?

6 A. Yes, sir.

7 Q. And you gave him the situation of Retailers  
8 National Bank being the contact person for a bunch of  
9 different entities like Target and Mervyn's. Do you  
10 remember that?

11 A. Yes, sir.

12 Q. Okay. But Target and Mervyn's don't appear  
13 on the trade line of a consumer's credit file, do they?

14 A. Yes, sir, sometimes they do.

15 Q. But sometimes they don't. Isn't that true  
16 too? Sometimes it's listed as Retailers National Bank  
17 or RNB, isn't it, right on the trade line?

18 A. Sometimes, yes.

19 Q. Okay. And you don't have any personal  
20 knowledge, do you, that Cross Country Bank designated  
21 Applied Card Services as their outfit, as Mr. Webber  
22 called it, to respond to disputes, do you?

23 A. Other than that is the address that is in the  
24 system for us to submit for the ACDVs or the CDVs.

25 Q. And that was submitted not to CSC. That

Janice Fogleman

<p style="text-align: right;">110</p> <p>1 information wasn't submitted to CSC by Cross Country 2 Bank, was it? 3 A. No, sir. 4 MR. LYONS: Okay. That's all the 5 questions I have. Thank you, Mrs. Fogleman.</p> <p style="text-align: center;">FURTHER EXAMINATION</p> <p>7 BY MR. WEBBER:</p> <p>8 Q. Ms. Fogleman, do you believe that information 9 was submitted to Equifax?</p> <p>10 A. Yes, sir.</p> <p>11 Q. For inclusion in the system?</p> <p>12 A. Yes, sir.</p> <p>13 MR. WEBBER: That's all I've got.</p> <p style="text-align: center;">FURTHER EXAMINATION</p> <p>15 BY MR. LYONS:</p> <p>16 Q. You don't know anything about what was 17 submitted to Equifax, do you?</p> <p>18 A. I have reason to believe that it was that 19 information. Otherwise, it wouldn't be in the system.</p> <p>20 Q. But you have no personal knowledge of that 21 information being submitted to Equifax because you're 22 not an Equifax employee, are you, Ms. Fogleman?</p> <p>23 A. No, I'm not.</p> <p>24 Q. Okay. And so you don't have any idea what 25 was submitted or who submitted any information directly</p>	<p style="text-align: right;">112</p> <p>1 ORAL DEPOSITION OF 2 JANICE LYNN FOGLEMAN 3 JUNE 2, 2004 4 CHANGES AND SIGNATURE 5 PAGE LINE CHANGE REASON 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 _____ 23 _____ 24 _____ 25 _____</p> <p style="text-align: right;">111</p> <p>1 CHANGES AND SIGNATURE 2 JANICE LYNN FOGLEMAN 3 Page 2 4 PAGE LINE CHANGE REASON 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 I, JANICE LYNN FOGLEMAN, have read the 12 foregoing deposition and hereby affix my signature that 13 same is true and correct, except as noted above.</p> <p>14 JANICE LYNN FOGLEMAN</p> <p>15 THE STATE OF _____ 16 COUNTY OF _____; 17 BEFORE ME, _____, on this day 18 appeared JANICE LYNN FOGLEMAN, known to me or proved to 19 me on the oath of _____ or through [description of identity card or other document] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.</p> <p>20 Given under my hand on this _____ day of _____, 21 2004.</p> <p>22</p> <p>23 Notary Public in and for the State of _____ My commission expires: _____</p>
---	--

114

1 THE STATE OF TEXAS :  
2 COUNTY OF HARRIS :

3  
4 I, Debbie Leonard, CSR, RMR, CRR, a Certified  
Shorthand Reporter in and for the State of Texas, do  
hereby certify that the facts as stated by me in the  
caption hereto are true; that the above and foregoing  
answers of the witness, JANICE LYNN FOGLEMAN, to the  
interrogatories as indicated were made before me by the  
said witness after being first duly sworn to testify  
the truth, and same were reduced to typewriting under  
my direction; that the above and foregoing deposition  
as set forth in typewriting is a full, true, and  
correct transcript of the proceedings had at the time  
of taking of said deposition.

10 I further certify that I am not, in any  
capacity, a regular employee of the party in whose  
11 behalf this deposition is taken, nor in the regular  
employ of his attorney; and I certify that I am not  
interested in the cause, nor of kin or counsel to  
either of the parties.

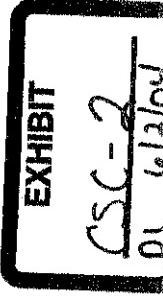
13 Certified by me on this \_\_\_\_\_ day of June, 2004.  
14  
15  
16

Debbie Leonard, CSR, RMR, CRR  
Texas CSR No.: 8190  
Expiration Date: 12/31/05

18  
19  
20  
21  
22  
23  
24  
25

FROZEN 618 2001 MONTH 09 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON, PENNY L.	NEW RICHMOND WI 54017	FN 009-3350526-00-259	ANDERSON, PENNY L. 1614, WILDWOOD, AVE, NEWR, WI, 54017
1614 WILDWOOD AVE			
1614, WILDWOOD, AVE, NEWR, WI, 54017, TAPE RPTD 12/00.			
1380, HERITAGE DR, APT 17, NEWR WI, 54017, TAPE RPTD 11/99			
TELEPHONE NUMBER (603) 668-0384 SPEC 02/01.			
13, BATCHELDER, AVE UNIT 1, MANC NH, 03103, TAPE RPTD 05/99			
TELEPHONE NUMBER (603) 668-0384 SPEC 07/99.			
FORMER NAME-ROSSO, PENNY L.			
FORMER NAME-URMSTON, PENNY L.			
BORN 12/21/1970 SSS-001-58-9006			
LAKEVIEW HOSPITAL			
KINGS- 32 INQUIRIES SINCE 00/64.			
PRM 850BB24906, 07/18/01, PRM 133BB15035, 07/30/01, 07/27/01			
,AR 850BB24906, 05/21/01, AR 850BB24906, 06/28/01, AR 404FF03555, 06/16/01			
,AR 404FF03555, 03/14/01, AR 850BB24906, 04/29/01, AR 850BB24906, 03/26/01			
00, 03/14/01, WELLSFARGO 491FM6356, 03/20/01, 03/20/01, EU 1462B13616/2401			
02/01/01, EU 1462B13616/2401, EU 616ZB04898/144/00, CENTENNIAL 2346FM31033, 02/02/01,			
12/22/00, EU 1462B13616/2401, 01/24/01, AR 604FF03555, T-MOBILE, 910UT28130			
STANDARD, 491FM623, 09/29/00, 09/28/00, EU 613AN604, 11/06/00,			
AR 901BB43850, 09/27/00, EU 181ZB03096/NORT, 09/28/00, EU 616ZB04898/144, 09/28/00			
08/01/00, EU 1462B13616/2401, NO AM MTG, 491FM3106, 06/06/00, EU 1462B13616/2401,			
EU 401ZB02525/WELL, 06/02/00, EU 181ZB01694/NORT, 05/02/00,			
NO AM MTG, 491FM3106, 04/28/00, EU 155ZB00098/6/NORT, 06/04/01,			
PRM 163FM19202.			



CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZSD00040,2 CREDIT BUREAU INC.  
 ANDERSON 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350526-00-259

*	FIRM/ID CODE	RPTD	OPND	H/C	TRM	BAL	P/D	CS	MR	ECD	ACCOUNT NUMBER
CROSSCTRY*4588ND08054	09/01	05/98	4300	129	4272	R1	40	I			42270972410
30(00)60(00)90+(00)											DLA 09/01
CREDIT CARD											
AMOUNT IN H/C COLUMN IS CREDIT LIMIT											
WFF/FINANCE *668FP04491	08/01	07/01	15			938	R1	J			
30(00)60(00)90+(00)											
CHARGE											
FMC *905FA04045	08/01	06/99		21K	351	11K		11	26	J	
30(00)60(00)90+(00)											
AUTO											
FORD CRDT *905FA03831	08/01	11/00		16K	283	14K		11	09	J	
30(00)60(00)90+(00)											
AUTO											
SALLIE MAE*B45FZ00120	08/01	03/01	2625	62		1224		11	04	I	
30(00)60(00)90+(00)											
STUDENT LOAN											
SALLIE MAE*B45FZ00120	08/01	03/01	2000	29	584		11	04	I		
30(00)60(00)90+(00)											
PAGE 2											

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CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350526-00-259

STUDENT LOAN	CROSS CTRY 45800002969 06/00 04/99	SUPPRESS ERRONEOUS TRADE	541490709890
SYSTEM AFFILIATE INTERNAL POLICY	SEARS, *6450009286 09/01 06/98		DLA 04/00
CONSUMER DISPUTES-REINVESTIGATION IN PROCESS	30(00)60(00)90+(00)		
SEARS, *6450009286 09/01 06/98	550 391	R1 38 I	35781349
CHARGE			DLA 09/01
AMOUNT IN H/C COLUMN IS CREDIT LIMIT	WELLSFARGO*612FM004469 08/01 05/01 170K 1K		
WELLSFARGO*612FM004469 08/01 05/01 170K 1K	167K	11 01 J	4728571702
REAL ESTATE MORTGAGE	30(00)60(00)94+(00)		DLA 08/01
FHA MORTGAGE			
JCP/MCCBG *404FF03555 07/01 08/98	1700 75 1436	R1 35 I	-1916502337
30(00)60(00)90+(00)			DLA 07/01
CHARGE			
AMOUNT IN H/C COLUMN IS CREDIT LIMIT	CAP 1 BANK&BB01498 08/01 01/99 488 10 127		
CAP 1 BANK&BB01498 08/01 01/99 488 10 127		R1 31 I	412174152B31
			DLA 08/01

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350526-00-259

CREDIT CARD						
USAG LOAN	*65557228868	04/01	08/93	2000	79M	0
30(00)60(00)90+(00)						I1 24 I
STUDENT LOAN						DLA 02/01
ACCOUNT TRANSFERRED OR SOLD						
USAG LOAN	*65557228868	04/01	07/93	2625	68M	0
30(00)60(00)90+(00)						I1 14 I
STUDENT LOAN						DLA 02/01
ACCOUNT TRANSFERRED OR SOLD						
AAMS	*168BBB00821	06/01	10/00	166K	1K	0
30(00)60(00)90+(00)						I1 J
REAL ESTATE MORTGAGE						3300612148152
FHA MORTGAGE						
K BUSA-ASF	*155FA00737	02/00	08/95	21K	357	0
30(00)60(00)90+(00)						I1 52 C
PAID ACCOUNT/ZERO BALANCE						DLA 02/00 516497
AUTO						
CROSS CTR*	4588802969	04/99	04/99	500		R0 J
30(00)60(00)90+(00)						DLA 04/99 541490709116

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 4012500040,2 CREDIT BUREAU INC,  
ANDERSON PENNY L  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350526-00-259

CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*152BB00795 03/94 07/93 2625 0 I1 07 I 10000158900601  
30(00)60(00)90+(00) DLA 03/94  
ACCOUNT TRANSFERRED OR SOLD  
STUDENT LOAN  
BANK ONE \*152BB00795 10/93 2000 0 I0 I 10000158900603  
30(00)60(00)90+(00) DLA 10/93  
ACCOUNT TRANSFERRED OR SOLD  
STUDENT LOAN  
CAP 1 BANK \*850BB01498 04/99 10/94 197  
30(00)60(00)90+(04) 08/95-R5,07/95-R5,06/95-R5 241 241 R9 S  
CHARGED OFF ACCOUNT DLA 03/95  
CREDIT CARD

REF TO CSC CREDIT SERVICES  
, El PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
PO BOX 981221,

CSC114

FROZEN 623 2002 MONTH 04 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON, PENNY L	1614 WILDWOOD AVE NEW RICHMOND WI 54017	FN 009-3350522-00-259	ANDERSON, PENNY L
1614 WILDWOOD, AVE, NEWR, WI, 54017, TAPE RPTD 12/00.		1614, WILDWOOD, AVE, NEWR, WI, 54017	
1380 HERITAGE DR APT 17, NEWR, WI, 54017, TAPE RPTD 11/99.			
13, BATHHOLDER, AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.			
FORMER NAME - ROSSO, PENNY L.			
FORMER NAME - URMSTON, PENNY L.			
BORN 12/11/1970, SSS-001-58-9006			
LAKEVIEW HOSPITAL,			
*INQS- 45 INQUIRIES SINCE			
PRM 163FM19202, 02/22/02 ,AR 850BB24916, 02/18/02 ,PRM 162BB16948, 02/26/02			
,PRM 625UT00178, 02/11/02 ,PRM 6671629914, 01/28/02 ,PRM 496FM03218, 02/12/02			
,AR 850BB24906, 12/27/01 ,PRM 496MM03218, 11/09/01 ,AR 850BB24906, 01/19/02			
,PRM 162BB16948, 10/08/01 ,AR 850BB24906, 09/28/01 ,PRM 162BB16948, 10/29/01			
,AR 404FF03555, 09/11/01 ,PRM 484BB01456, 08/14/01 ,PRM 662ZZ04598, 09/27/01			
SLUMBERLND 2866HT3586, 07/30/01 ,AR 850BB24906, 07/18/01			
PRM 133BB15035, 06/28/01 ,AR 404FF03555, 06/23/01 ,AR 850BB24906, 07/18/01			
,AR 850BB24906, 06/04/01 ,PRM 163FM19202, 05/21/01 ,PRM 163FM19202, 06/16/01			
,AR 850BB24906, WELLSFARGO, 491FM6326, 03/20/01 ,PRM 163FM19202, 04/29/01			
,00, 03/14/01 ,EU 616ZB04898/144, 00, CENTENNIAL, 234FM31033, 02/20/01 ,EU 146ZB13616/2401			
02/01/01 ,EU 146ZB13616/2401 ,T-MOBILE, 910UT28130, 12/22/00 ,CAPONEBANK			
,488BB672, 12/02/00 ,TOUSLEY FO, 613ANG604, 11/06/00 ,STANDARD, 491FM623, 09/29/00			
,09/28/00 ,EU 616ZB04898/144, 09/21/00 ,EU 181ZB03096/NORT, 09/13/00			
EU 146ZB13616/2401 ,08/01/00 ,EU 146ZB13616/2401, NO AM MTG, 491FM3106, 06/06/00			
06/06/00 ,EU 181ZB01975/NORT, 06/02/00 ,EU 181ZB01975/NORT, 05/02/00			
NO AM MTG, 491FM3106, 04/28/00 ,EU 155ZB00086/NORT,			

PAGE 1

CSC145



CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

FIRM/ID CODE	RPTD	OPND	H/C TRM	BAL	P/D	CS	M/R	ECOA	ACCOUNT NUMBER
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30(00)60(00)90+(00)									DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST									
PAID ACCOUNT/ZERO BALANCE									
WF FINANCE *6668FP04491 03/02	07/01	1500	0		R1 07 J				196-28428475
30(00)60(00)90+(00)									DLA 12/01
CHARGE									
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
CROSS CTRY 458BB02969 06/00	04/99	SUPPRESS ERRONEOUS TRADE							541490709890
									DLA 04/00
SYSTEM AFFILIATE INTERNAL POLICY									
CONSUMER DISPUTES-REINVESTIGATION IN PROCESS									
S&C BANK *6668BB54029 03/02	12/01	22K 251	22K		I1 02 J				406995201287126
30(00)60(00)90+(00)									DLA 03/02
HOME IMPROVEMENT LOAN									
SALLIE MAE*845FZ001220 03/02	03/01	2625 62	831		I1 11 I				1589006102F
30(00)60(00)90+(00)									DLA 03/02
STUDENT LOAN									

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZSD0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILWOOD AVE NEW RICHMOND WI 54017 FN 809-3350522-00-259

SALLIE MAE*845FZ00120 03/02 03/01 2000 29	396	11 11 I	DLA 1589006101F
30(00)60(00)90+(00)			03/02
STUDENT LOAN			
JCP/MCCB6 *404FF03555 04/02 08/98 1900	0	R1 44 I	-1916502337
30(00)60(00)90+(00)			01/02
ACCOUNT CLOSED AT CONSUMERS REQUEST			
PAID ACCOUNT/ZERO BALANCE			
SEARS *645DC09286 04/02 06/98 550 10	133	R1 45 I	35781349
30(00)60(00)90+(00)			04/02
CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
FMC *905FA0445 03/02 06/99 21K 351 9477		I1 33 J	JHA2183DN0
30(00)60(00)90+(00)			03/02
AUTO FORD CRDT *905FA03851 03/02 11/00 16K 283 12K		I1 16 J	EBA36121R7
30(00)60(00)90+(00)			03/02
AUTO WELLSFARGO*612FM00449 03/02 05/01 170K 1K 16K		I1 08 J	4728571702
30(00)60(00)90+(00)			03/02

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDDOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

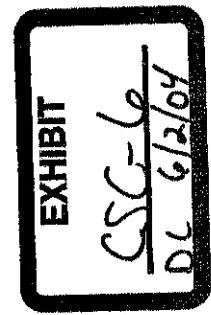
REAL ESTATE MORTGAGE					
FHA MORTGAGE					
CAP 1 BANK *850BB01498 02/02 01/99 1253	0	R1 37 I	412174152831		
30(00)60(00)90+(00)				DLA 02/02	
ACCOUNT CLOSED AT CONSUMERS REQUEST					
PAID ACCOUNT/ZERO BALANCE					
USAG LOAN *655FZ288668 04/01 08/93 2000 79M	0	I1 24 I	158900601437024		
30(00)60(00)90+(00)				DLA 02/01	
STUDENT LOAN					
ACCOUNT TRANSFERRED OR SOLD					
USAG LOAN *655FZ288668 04/01 07/93 2625 68M	0	I1 14 I	158900601387935		
30(00)60(00)90+(00)				DLA 02/01	
STUDENT LOAN					
ACCOUNT TRANSFERRED OR SOLD					
AAMG *168B000821 06/01 10/00 166K 1K	0	I J	3300612148152		
30(00)60(00)90+(00)					
REAL ESTATE MORTGAGE					
FHA MORTGAGE					
KBUS-A SF *155FA00737 02/00 08/95 21K 357	0	I1 52 C	516497		
30(00)60(00)90+(00)				DLA 02/00	

CSC CREDIT SERVICES PO BOX 981221 El PASO TX 79998-1221 800/392-7816  
TO 401ZS0040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

Paid account/zero balance  
Auto  
Cross Ctry\*45BBB02969 04/99 500  
30(00)60(00)90+(00)  
Credit Card  
Amount in H/C column is credit limit  
Bank One \*152BB00795 03/94 07/93 2625 0 I1 07 1 541490709116  
30(00)60(00)90+(00) DLA 04/99  
Bank One \*152BB00795 10/93 08/93 2000 0 I0 1 10000158900601  
30(00)60(00)90+(00) DLA 03/94  
\*Public records and other information  
10/01xcoll 07/99 668YC4921 FOR WORLD.COM \$248,10/01 PAID  
BAL-10/01 \$, DLA: 06/99, 1,741619 DLA 10/93  
DLA 10/93

REF TO CSC CREDIT SERVICES,  
El PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
PO BOX 981221,

CSC149



FROZEN 623 2002 MONTH 05 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON PENNY, L.  
1614 WILDWOOD AVE NEW RICHMOND WI 54017  
ANDERSON PENNY, L.  
1614 WILDWOOD AVE, NEWR, WI, 54017, TAPE RPTD 12/00.  
1380 HERITAGE DR APT 17, NEWR, WI, 54017, TAPE RPTD 11/99.  
13, BATCHELDER AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.  
FORMER NAME ROSSO, PENNY, L.  
FORMER NAME URMSTON, PENNY, L.  
BORN 12/11/1970, SSS-001-58-9006

\*LAKEVIEW HOSPITAL

\*INQS- 44 INQUIRIES SINCE 00/64. 04/10/02 , PRM 496FM03218, 04/18/02  
AR 105FM11640, 04/10/02 , PRM 625UT00178, 04/08/02 , PRM 850BB01498, 03/08/02  
, PRM 162BB16948, 02/26/02 , PRM 163FM19202, 02/22/02 , AR 850BB24906, 02/18/02  
, PRM 496FM03218, 02/12/02 , PRM 625UT00178, 02/11/02 , PRM 667I629914,  
01/28/02 , AR 850BB24906, 01/19/02 , AR 850BB24906, 12/27/01 , PRM 496FM03218,  
11/09/01 , AR 850BB24906, 10/29/01 , PRM 162BB16948, 10/08/01 , AR 850BB24906,  
09/28/01 , PRM 162BB16948, 09/27/01 , AR 404FF03555, 09/11/01 , PRM 484BB01456,  
08/14/01 , PRM 444ZZ04598, SLUMBERLND, 286HF3586, 07/30/01 , PRM 484BB01456,  
AR 850BB24906, 07/18/01 , PRM 133BB15035, 06/28/01 , AR 404FF03555, 06/23/01  
, PRM 163FM19202, 06/16/01 , AR 850BB24906, 06/04/01 , PRM 163FM19202, 05/21/01  
, AR 850BB24906, WELLSFARGO, 491FM6356, 03/20/01 , EU 146ZB13616/2401  
00, 03/14/01 , EU 616ZB04898/144, 00, CENTENNIAL, 234FM3103, 02/02/01,  
02/01/01 , EU 166ZB13616/2401, T-MOBILE, 910UT28130, 12/22/00 , CAPONEBANK,  
484BB01456, 12/02/00 , TOUSLEY FO, 613AN604, 11/06/00 , STANDARD, 491FM623, 09/29/00,  
09/28/00 , EU 616ZB04898/144, 09/27/00 , EU 181ZB03096/NORT, 09/13/00  
EU 146ZB13616/2401, 08/01/00 , EU 146ZB13616/2401, NO AM MTG, 491FM3106, 06/06/00,  
06/06/00 , EU 181ZB01975/NORT, 06/02/00 , EU 181ZB01694/NORT.

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 4017S00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

FIRM/ID CODE	RPTD	OPND	H/C	TRM	BAL	P/D	CS	M/R	ECDA	ACCOUNT NUMBER
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30(00)60(00)90+(00)										DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST										
PAID ACCOUNT/ZERO BALANCE										
CROSSCTRY*4580N08054	05/02	04/99	CONSUMER DECEASED							422709748440
CREDIT CARD										DLA 05/02
AMOUNT IN H/C COLUMN IS CREDIT LIMIT										
SEARS *645DC09286	05/02	06/98	550 10	257		R1	46	I		DLA 05/02
30(00)60(00)90+(00)										35781349
CHARGE										
AMOUNT IN H/C COLUMN IS CREDIT LIMIT										
JCP/MCCBG *404FF03555	05/02	08/98	1900	0		R1	45	I		-1916502337
30(00)60(00)90+(00)										DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST										
PAID ACCOUNT/ZERO BALANCE										
SALLIE MAE*B45FZ00120	04/02	03/01	2625 62	773		II	11	I		15890006102F
30(00)60(00)90+(00)										DLA 04/02

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 4017SD00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

STUDENT LOAN									
SALLIE MAE*845FZ00120	04/02	03/01	2000	29	368	I1	12	I	1589006101F
30(00)60(00)90+(00)									DLA 04/02
FMC *905FA04045	04/02	06/99	21K	351	9126	I1	34	J	JHA2183DN0
AUTO 30(00)60(00)90+(00)									DLA 04/02
FORD CRDT *905FA03831	04/02	11/00	16K	283	12K	I1	17	J	EBA36121R7
30(00)60(00)90+(00)									DLA 04/02
AUTO S&C BANK *668BB54029	04/02	12/01	22K	251	22K	I1	03	J	406995201287126
30(00)60(00)90+(00)									DLA 04/02
HOME IMPROVEMENT LOAN									
WELLSFARGO*6125M00449	04/02	05/01	170K	1K	166K	I1	09	J	4728571702
30(00)60(00)90+(00)									DLA 04/02
REAL ESTATE MORTGAGE									
FHA MORTGAGE									
WFFINANCE *668FP04491	03/02	07/01	1500	0	R1 07 J				196-28428475
30(00)60(00)90+(00)									DLA 12/01

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

CHARGE	AMOUNT IN H/C COLUMN IS CREDIT LIMIT	DATE	TYPE	REF ID
CAP 1 BANK#850BB01498 02/02 01/99 1253	0	R1 37 I		412174152831
30(00)60(00)90+(00)				DIA 02/02
ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
USAG LOAN *655FZ28868 04/01 08/93 2000 79M	0	II 24 I		158900601437024
30(00)60(00)90+(00)				DIA 02/01
STUDENT LOAN				
ACCOUNT TRANSFERRED OR SOLD				
USAG LOAN *655FZ28868 04/01 07/93 2625 68M	0	II 14 I		158900601387935
30(00)60(00)90+(00)				DIA 02/01
STUDENT LOAN				
ACCOUNT TRANSFERRED OR SOLD				
AAMG *168BB00821 06/01 10/00 166K 1K	0	I J		3300612148152
30(00)60(00)90+(00)				
REAL ESTATE MORTGAGE				
FHA MORTGAGE				
KBUS-A4SF *155FA00737 02/00 08/95 21K 357	0	II 52 C		516497
30(00)60(00)90+(00)				DIA 02/00

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS00040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

PAID ACCOUNT/ZERO BALANCE  
AUTO  
CROSS CTRY\*658BB02969 04/99 500  
CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*152BB00795 03/94 07/93 2625 0 11 07 I 541490709116  
30(00)60(00)90+(00) DLA 04/99  
BANK ONE \*152BB00795 10/93 08/93 2000 0 10 I 10000158900601  
30(00)60(00)90+(00) DLA 03/94  
\*PUBLIC RECORDS AND OTHER INFORMATION  
10/01\*COLL 07/99 66BYC4921 FOR WORLD.COM,\$248,10/01 PAID  
BAL-10/01 \$, DLA: 06/99, 1,741619

REF TO CSC CREDIT SERVICES,  
EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
PO BOX 981221,

CSC154

FROZEN 623 2002 MONTH 06 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON, PENNY, L.	PENNY, L.	FN 009-3350522-00-259	ANDERSON, PENNY, L.
1614 WILDWOOD AVE NEW RICHMOND WI 54017	WI 54017	FILE SINCE 11/07/98	1614 WILDWOOD AVE, NEWR, WI, 54017
1614, WILDWOOD, AVE, NEWR, WI, 54017, TAPE RPTD 12/00.			
1380 HERITAGE, DR APT 17, NEWR, WI, 54017, TAPE RPTD 11/99.			
13, BATCHELDER, AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.			
FORMER NAME-ROSSO, PENNY, L.			
FORMER NAME-URMSTON, PENNY, L.			
BORN 12/11/1970, SSS-001-58-9006			
*, LAKEVIEW HOSPITAL, S.			
*INQS- 40 INQUIRIES SINCE 00/64. 05/30/02 , PRM 4012ZB3680 , 04/18/02			
PRM 496FM03218 , 04/18/02 , AR 103FM11640 , 04/10/02 , PRM 625UT00178 , 04/08/02			
,PRM 850BB01498 , 03/08/02 , PRM 162BB16948 , 02/26/02 , PRM 163FM19202,			
02/22/02 ,AR B50BB24906 , 02/18/02 ,PRM 496FM03218 , 02/12/02 ,PRM 625UT00178 ,			
02/11/02 ,PRM 667IG29914 , 01/28/02 ,AR 850BB24906 , 01/19/02 ,AR 850BB24906 ,			
12/27/01 ,PRM 496FM03218 , 11/09/01 ,AR 850BB24906 , 10/29/01 ,PRM 162BB16948 ,			
10/08/01 ,PRM 496FM03218 , 09/28/01 ,PRM 162BB16948 , 09/27/01 ,AR 404FF03555 ,			
09/11/01 ,PRM 484BB01456 , 08/14/01 ,PRM 444ZZ04598 , SLUMBERLND, 286HF3586			
,07/30/01 ,07/27/01; AR 850BB24906 , 07/18/01 ,PRM 133BB15035 , 06/28/01			
AR 404FF03555 , 06/23/01 ,PRM 163FM19202 , WELLSFARGO, 491FM6356 , 03/20/01			
03/20/01 ,EU 146ZB13616/2401,00 , 03/14/01 ,EU 616ZB04898/144,00 , CENTENNIAL			
,234FM31033 ,02/02/01 ,02/01/01 ,EU 146ZB13616/2401 ,EU 146ZB13616/2401 ,			
,12/22/00 ,CAPONE BANK, 484BB672,12/02/00 ,TOUSLEY FO ,613AN604,11/06/00 ,			
STANDARD, 490FM623 ,09/29/00 ,09/28/00 ,EU 616ZB04898/144,09/27/00 ,			
EU 18IZB03096,NORT , 09/13/00 ,EU 146ZB13616/2401 ,08/01/00			
EU 146ZB13616/2401 ,06/06/02 ,PRM 404DN01216 ,			

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 601ZS00040 ,2 CREDIT BUREAU INC.  
 ANDERSON  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

FIRM/ID CODE	RPTD	OPND	H/C TRM	BAL	P/D	CS	MR	ECDA	ACCOUNT NUMBER
*CROSSCTRY*4580N08054	06/02	05/98	4300	0	R1 49	I			422709724010
30(00)60(00)90+(00)									DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST									
PAID ACCOUNT/ZERO BALANCE									
WF FINANCE *6668FP04491	05/02	07/01	1500	0	R1 09	J			196-28428475
30(00)60(00)90+(00)									DLA 12/01
CHARGE									
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
CROSSCTRY*4580N08054	06/02	04/99	CONSUMER DECEASED						422709748440
									DLA 06/02
CREDIT CARD									
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
SAC BANK *6668BB54029	05/02	12/01	22K	251					
30(00)60(00)90+(00)									
HOME IMPROVEMENT LOAN									
FMC *905FA04045	05/02	06/99	21K	351	8775				JHA2183DND
AUTO									DLA 05/02

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZSD0040,2 CREDIT BUREAU INC.  
 ANDERSON  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

FORD CRDT *905FA03831 05/02 11/00	16K 283	11K	T1 18 J	DLA 05/02
30(00)60(00)90+(00)				EBA36121R7
AUTO				
SALLIE MAE*845FZ00120 05/02 03/01	2625 62	715	T1 13 I	1589006102F
30(00)60(00)90+(00)				DLA 05/02
SALLIE MAE*845FZ00120 05/02 03/01	2000 29	341	T1 13 I	1589006101F
30(00)60(00)90+(00)				DLA 05/02
JCP/MCCBG *404FF35555 06/02 08/98	1900	0	R1 46 I	-71916502337
30(00)60(00)90+(00)				DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
SEARS *643DC09286 06/02 06/98	550	234	R1 47 I	35781349
30(00)60(00)90+(00)				DLA 06/02
CHARGE				
AMOUNT IN H/C COLUMN IS CREDIT LIMIT				
WELLSFARGO*612FM00449 05/02 05/01	170K 1K	166K	T1 10 J	4728571702
30(00)60(00)90+(00)				DLA 05/02
REAL ESTATE MORTGAGE				
FHA MORTGAGE				

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

CAP 1 BANK*85DBB01498 02/02 01/99 1253	0	R1 37 I	412174152831
30(00)60(00)90+(00)		DLA 02/02	
ACCOUNT CLOSED AT CONSUMERS REQUEST			
PAID ACCOUNT/ZERO BALANCE			
USAG LOAN *655F228868 04/01 08/93 2000 79M	0	I1 24 I	158900601437024
30(00)60(00)90+(00)		DLA 02/01	
STUDENT LOAN			
ACCOUNT TRANSFERRED OR SOLD			
USAG LOAN *655F228868 04/01 07/93 2625 68M	0	I1 14 I	158900601387935
30(00)60(00)90+(00)		DLA 02/01	
STUDENT LOAN			
ACCOUNT TRANSFERRED OR SOLD			
AAMG *168BB00821 06/01 10/00 166K 1K	0	I J	3300612148152
30(00)60(00)90+(00)			
REAL ESTATE MORTGAGE			
FHA MORTGAGE			
KBUSA-ASF *155FA00737 02/00 08/95 21K 357	0	I1 52 C	516497
30(00)60(00)90+(00)		DLA 02/00	
PAID ACCOUNT/ZERO BALANCE			

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 4017S00040, 2 CREDIT BUREAU INC.  
ANDERSON  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-259

AUTO  
CROSS CTRY\*458BB02969 04/99 04/99 500 RD J 541490709116  
30(00)60(00)90+(00) DLA 04/99  
CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*152BB00795 03/94 07/93 2625 0 I1 07 I 10000158900601  
30(00)60(00)90+(00) DLA 03/94  
BANK ONE \*152BB00795 10/93 08/93 2000 0 I0 I 10000158900603  
30(00)60(00)90+(00) DLA 10/93  
\*PUBLIC RECORDS AND OTHER INFORMATION  
10/01\*COLL 07/99 668YC4921 FOR WORLD.COM,\$248,10/01 PAID  
BAL-10/01 \$ , DLA: 06/99, I,741619

REF TO CSC CREDIT SERVICES,  
EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
PO BOX 981221,

CSC159

FROZEN 6/23 2002 MONTH 07 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON, PENNY, L.  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-260 ANDERSON, PENNY, L.  
1614,WILDWOOD,AVE,NEWR,WI,54017  
1380,HERITAGE,DR APT 17,NEWR,WI,54017, TAPE RPTD 11/99.  
113,BATCHELDER,AVE UNIT 1,MANC,NH,03103, TAPE RPTD 05/99.  
FORMER NAME-ROSSO, PENNY, L.  
BORN 12/11/1970,SSS-001-58-9006 FILE SINCE 11/07/90

,LAKEVIEW HOSPITAL, INQS- 40 INQUIRIES SINCE 00/64.

BANKAMERIC, 241BB2480,07/02/02, 06/13/02.  
PRM 850BB01498, 06/06/02, PRM 4060N01216, 05/30/02, PRM 4012283680, 04/18/02,  
,PRM 496FM03218, 04/18/02 ,AR 103FM11640, 04/10/02 ,PRM 625UT00178, 04/08/02  
,PRM 850BB01498, 03/08/02 ,PRM 162BB16948, 02/26/02 ,PRM 163FM19202,  
02/22/02 ,AR 850BB24906, 02/18/02 ,PRM 496FM03218, 02/12/02 ,PRM 625UT00178,  
02/11/02 ,PRM 6671629914, 01/28/02 ,AR 850BB24906, 01/19/02 ,AR 850BB24906,  
12/27/01 ,PRM 496FM03218, 11/09/01 ,AR 850BB24906, 10/29/01 ,PRM 162BB16948,  
10/08/01 ,AR 850BB24906, 09/28/01 ,PRM 162BB16948, 09/27/01 ,AR 404FF03555,  
09/11/01 ,PRM 484BB01456, 08/14/01 ,PRM 444ZZ06598, SLUMBERLND,286HF3586,  
07/30/01 ,07/27/01 ,AR 850BB24906 ,07/18/01 ,PRM 133BB15035, WELLSFARGO  
,491FM6356, 03/20/01 ,03/20/01 ,EU 146ZB13616/2401,00, 03/14/01  
,EU 616ZB06898/144, 00, CENTENNIAL,234FM31033,02/02/01, 02/01/01  
EU 146ZB13616/2401, T-MOBILE,910UT28130,12/22/00, CAPONEBANK,484BB672,12/02/00,  
TOUSLEY FD,613AN604,11/06/00, STANDARD,491FM623,09/29/00, 09/28/00  
08/01/00 ,EU 146ZB04898/144, 09/27/00 ,EU 181ZB03096/NORT, 09/13/00 ,EU 146ZB13616/2401,

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040 ,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-260

FIRM/ID CODE	RPTD	OPND	H/C TRM	BAL	P/D	CS	M/R	E/COA	ACCOUNT NUMBER
WELLSFARGO*612FM00449	06/02	05/01	170K 1K	166K	I1	I1	J		4728571702
30(00)60(00)90+(00)									DLA 06/02
REAL ESTATE MORTGAGE									
FHA MORTGAGE									
CROSSCTRY*4580ND08054	07/02	05/98	4300	0	R1	50	I		422709724010
30(00)60(00)90+(00)									DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST									
PAID ACCOUNT /ZERO BALANCE									
WFFINANCE *6668FP04491	06/02	07/01	1500	0	R1	10	J		196-28428475
30(00)60(00)90+(00)									DLA 12/01
CHARGE									
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
CROSSCTRY*4580ND08054	07/02	04/99	CONSUMER DECEASED						422709746440
									DLA 07/02
CREDIT CARD									
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
S&C BANK * 6668BB34029</td <td>06/02</td> <td>12/01</td> <td>22K 251</td> <td>22K</td> <td>I1</td> <td>05</td> <td>J</td> <td></td> <td>406995201287126</td>	06/02	12/01	22K 251	22K	I1	05	J		406995201287126
30(00)60(00)90+(00)									DLA 06/02

CSC162

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2  
 ANDERSON  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017  
 FN 009-3350522-00-260

HOME IMPROVEMENT	LOAN	07/02	08/98	1900	0	R1	47 I	-1916502337	DLA 12/61
JCR/MCCBG	*404FF03555								
30(00)60(00)90+(00)									
ACCOUNT CLOSED AT CONSUMERS REQUEST									
PATD ACCOUNT/ZERO BALANCE									
SEARS	*645DC09286	07/02	06/98	550	470	R1	48 I	35781349	DLA 07/02
30(00)60(00)90+(00)									
CHARGE									
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
SALLIE MAE*845F200120	06/02	03/01	2625	62	658	II	14 I	1589006102F	DLA 06/02
30(00)60(00)90+(00)									
SALLIE MAE*845F200120	06/02	03/01	2000	29	313	II	14 I	1589006101F	DLA 06/02
FMC	*905FA04045	05/02	06/99	21K	351	II	35 J	JHA2183DNO	DLA 05/02
30(00)60(00)90+(00)									
AUTO									
FORD CRDT *905FA03831	05/02	11/00	16K	283	11K	II	18 J	EBA36121R7	DLA 05/02
30(00)60(00)90+(00)									
AUTO									

CSC163

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-260

CAP 1 BANK*850BB1498 02/02 01/99 1253	0	R1 37 I	412174152831
ACCOUNT CLOSED AT CONSUMERS REQUEST			DLA 02/02
PAID ACCOUNT/ZERO BALANCE			
USAG LOAN *655FZ28868 04/01 08/93 2000 79M	0	I1 24 I	158900601437024
30(00)60(00)90+(00)			DLA 02/01
STUDENT LOAN			
ACCOUNT TRANSFERRED OR SOLD			
USAG LOAN *655FZ28868 04/01 07/93 2625 68M	0	I1 14 I	158900601387935
30(00)60(00)90+(00)			DLA 02/01
STUDENT LOAN			
AAMG *168BB00821 06/01 10/00 166K 1K	0	I J	3300612148152
30(00)60(00)90+(00)			
REAL ESTATE MORTGAGE			
FHA MORTGAGE			
KBUSA-ASF *155FA00737 02/00 08/95 21K 357	0	I1 52 C	
30(00)60(00)90+(00)			
PAID ACCOUNT/ZERO BALANCE			
DLA 02/00 516497			

CSC164

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-260

AUTO CROSS CTRY*458BB02969 04/99 04/99 500 CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT BANK ONE *1528800795 03/94 07/93 2625 30(00)60(00)90+(00) BANK ONE *1528800795 10/93 08/93 2000 30(00)60(00)90+(00) *PUBLIC RECORDS AND OTHER INFORMATION 10/01*COLL 07/99 668YC4921 FOR WORLD.COM,\$248,10/01 PAID BAL 10/01 \$, DLA: 06/99, 1,74619	R# J DLA 04/99 10000158900601 DLA 03/94 10000158900603 DLA 10/93
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REF TO CSC CREDIT SERVICES,  
 PO BOX 981221,  
 ,EL PASO,TX,79998-1221,800/392-7816,WWW.CSSCREDIT.COM

FROZEN 623 2002 MONTH 08 NAME/SSN RECORDS  
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ANDERSON, PENNY L. 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-264 ANDERSON, PENNY L.  
1614 WILDWOOD AVE, NEWR, WI, 54017 FILE SINCE 11/07/90  
TELEPHONE NUMBER (715) 246-2213 SPEC 07/02.  
1380, HERITAGE, DR APT 17, NEWR WI, 54017, TAPE RPTD 11/99.  
13, BATCHELDER, AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.  
FORMER NAME-ROSSO, PENNY L.  
FORMER NAME-URMSTON, PENNY L.  
BORN 12/11/1970 SSS-001-58-9006  
LAKEVIEW HOSPITAL SINCE 00/64.  
\*INQS- 40 INQUIRIES SINCE 00/64.  
FORD MOTOR 613AN16734, 08/15/02, STWTR FORD,  
613AN16404, 08/07/02, TOUSLEY FO 613AN604, 08/05/02, 07/26/02, PRM 625UT00178,  
BANKAMERIC, 241BB2480, 07/02/02, PRM 850BB01498, 06/06/02,  
PRM 404DN01216, 05/30/02, PRM 401ZZ83680, 04/18/02, PRM 496FM03218,  
, AR 103FM11640, 04/10/02, PRM 625UT00178, 04/08/02, PRM 850BB01498, 04/18/02  
, PRM 162BB16948, 02/26/02, PRM 163FM19202, 02/22/02, AR 850BB24906, 03/08/02  
, PRM 496FM03218, 02/12/02, PRM 625UT00178, 02/11/02, PRM 6671G29914,  
01/28/02, AR 850BB24906, 01/19/02, AR 850BB24906, 1/2/27/01, PRM 696FM03218,  
11/09/01, AR 850BB24906, 10/29/01, PRM 162BB16948, 10/08/01, AR 850BB24906,  
09/28/01, PRM 162BB16948, 09/27/01, AR 404FF03555, 09/11/01, PRM 684BB01456,  
SLUMBERLND, 286HF3586, 07/30/01, WELL SFARGO, 491FM6356, 03/20/01, 03/20/01,  
EU 146ZB13616/2401, 00, 03/14/01, EU 616ZB04898/144, 00, CENTENNIAL, 234FM31033  
, 02/02/01, 02/01/01, EU 146ZB13616/2401, T MOBILE, 9100UT28130, 12/22/00,  
CAPONEBANK, 484BB672, 12/02/00, TOUSLEY FO 613AN604, 11/06/00, STANDARD  
, 491FM623, 09/29/00, 09/28/00, EU 616ZB04898/144, 09/27/00, EU 181ZB03096/NORT,  
09/13/00 , EU 146ZB13616/2401.

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZSD00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDMOON AVE NEW RICHMOND WI 54017 FN 009-3350522-00-264

FIRM/ID CODE	RPTD	OPND	H/C	TRM	BAL	P/D	CS	MR	ECDA	ACCOUNT NUMBER
*WELLSFARGO#612FM00449	08/02	05/01	170K	1K	165K		II	13	J	4728571702
30(00)60(00)90+(00)										DLA 08/02
REAL ESTATE MORTGAGE										
FHA MORTGAGE										
CROSSCTRY#4580N08054	08/02	05/98	4300		0	R1	51	I		422709724010
30(00)60(00)90+(00)										DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST										
PAID ACCOUNT/ZERO BALANCE										
WF FINANCE #6668FP04491	07/02	07/01	1500		0	R1	11	J		196-28428475
30(00)60(00)90+(00)										DLA 12/01
CHARGE										
AMOUNT IN H/C COLUMN IS CREDIT LIMIT										
FMCC *644FA04640	07/02	06/99	21K	351	8073	II	37	J		JHA2183DN0
AUTO 30(00)60(00)90+(00)										DLA 07/02
FMCC *644FA04640	07/02	11/00	16K	283	11K	II	29	J		EBA36121R7
AUTO 30(00)60(00)90+(00)										DLA 07/02

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1616 WILDDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-264

SAC BANK	*668BB54029	07/02	12/01	22K	251	22K	11 06 J	406995201287126
30(00)60(00)90+(00)								DLA 07/02
HOME IMPROVEMENT LOAN								
CROSSCOUNTRY*4580N08054	08/02	04/99	CONSUMER DECEASED					42270974B440
CREDIT CARD								DLA 08/02
AMOUNT IN H/C COLUMN IS CREDIT LIMIT								
SALLIE MAE*845FZ00120	07/02	03/01	2625	51	609		11 15 I	1589006102F
30(00)60(00)90+(00)								DLA 07/02
SALLIE MAE*845FZ00120	07/02	03/01	2000	26	289		11 15 I	1589006101F
30(00)60(00)90+(00)								DLA 07/02
JCP/MCCBG *404FF03555	08/02	08/98	1900	0	R1 48	I		-1916502337
30(00)60(00)90+(00)								DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST								
PAID ACCOUNT/ZERO BALANCE								
SEARS *645DC09286	08/02	06/98	750	10	785		R1 49 I	35781349
30(00)60(00)90+(00)								DLA 08/02
CHARGE								
AMOUNT IN H/C COLUMN IS CREDIT LIMIT								

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON 1614 WILDDOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-264

CAP I BANK *850BB01498 02/02 01/99 1253	0	R1 37 I	DIA 412174152831
30(00)60(00)90+(00)			DLA 02/02
ACCOUNT CLOSED AT CONSUMERS REQUEST			
PAID ACCOUNT/ZERO BALANCE			
USAG LOAN *6557228868 04/01 08/93 20000 79M	0	I1 24 I	158900601437024
30(00)60(00)90+(00)			DLA 02/01
STUDENT LOAN			
ACCOUNT TRANSFERRED OR SOLD			
USAG LOAN *6557228868 04/01 07/93 2625 68M	0	I1 14 I	158900601387935
30(00)60(00)90+(00)			DLA 02/01
STUDENT LOAN			
ACCOUNT TRANSFERRED OR SOLD			
AAMG *168BB00821 06/01 10/00 166K 1K	0	I J	3300612148152
30(00)60(00)90+(00)			
REAL ESTATE MORTGAGE			
FHA MORTGAGE			
KBUS-A-SF *155FA00737 02/00 08/95 21K 357	0	I1 52 C	516497
30(00)60(00)90+(00)			
PAID ACCOUNT/ZERO BALANCE			

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS00040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-264

AUTO  
CROSS CTRY\*\*4588B02969 04/99 500  
30 00)60(00)90+(00) R0 J 541490709116  
CREDIT CARD DLA 04/99  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*1528B00795 03/94 07/93 2625 0 I1 07 I 10000158900601  
30 00)60(00)90+(00) DLA 03/94  
BANK ONE \*1528B00795 10/93 2000 0 I0 I 10000158900603  
30 00)60(00)90+(00) DLA 10/93  
\*PUBLIC RECORDS AND OTHER INFORMATION  
10/01\*COLL 07/99 668YC4921 FOR WORLD.COM, \$248, 10/01 PAID  
BAL-10/01 \$, DLA: 06/99, I,741619

REF TO CSC CREDIT SERVICES,  
EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM PO BOX 981221,

CSC169

FROZEN 623 2002 MONTH 09 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON 1614 WILDWOOD AVE NEW RICHMOND WI 54017	PENNY L	FN 009-3350526-08-264	ANDERSON,PENNY,L 1614,WILDWOOD,AVE,NEWR,WI,54017
FILE SINCE 11/07/90			
INQS- 38 INQUIRIES SINCE 00/64. FORD MOTOR, 613AN16734, 08/15/02, STWTR FORD, 613AN16404, 08/07/02, TOUSLEY FO, 613AN04, 08/05/02, 07/26/02, PRM 625UT00178, BANKAMERIC, 241BB2480, 07/02/02, 06/13/02, PRM 850BB01498, 06/06/02, PRM 4040N01216, 05/30/02, PRM 4012ZB35680, 04/18/02, PRM 696FM03218, 04/18/02 ,AR 103FM11640, 04/10/02, PRM 625UT00178, 04/08/02, PRM 850BB01498, 03/08/02 ,PRM 162BB16948, 02/26/02, PRM 163FM19202, 02/22/02, AR 850BB24906, 02/18/02 ,PRM 496FMU3218, 02/12/02, PRM 625UT00178, 02/11/02, PRM 667IG29914, 01/28/02, AR 850BB24906, 01/19/02, AR 850BB24906, 12/27/01, PRM 496FM03218, 11/09/01, AR 850BB24906, 10/29/01, PRM 162BB16948, 10/08/01, AR 850BB24906, 09/28/01, PRM 162BB16948, 09/27/01, AR 404FF03555, SLUMBERLAND 286HE3586 ,07/30/01, WELLSPARKO 491FM6356, 03/20/01, 03/20/01, EU 146ZB13616/2401,00, 03/14/01, EU 616ZB04898/144,00, CENTENNIAL, 234FM31033,02/02/01, 02/01/01, EU 146ZB13616/2401, T-MOBILE, 910UT28130,12/22/00, CAPONEDANK, 484BB672,12/02/00, TOUSLEY FO, 613AN604, 11/06/00, STANDARD, 491FM623,09/29/00, 09/28/00, EU 616ZB04898/144, 09/27/00, EU 181ZB03096/NORT.			

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TD 4017S00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDBLOOD AVE NEW RICHMOND WI 54017 FN 009-3350526-00-264

FIRM/ID CODE	RPTD	OPND	H/C TRM	BAL	P/D	CS	MR	ECDA	ACCOUNT NUMBER
WFFINANCE *668FP04491	08/02	07/01	1500	0		R1	12	J	196-284228475
30(00)60(00)90+(00)									DLA 12/01
CHARGE									
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
CROSSCNTRY*4580N08054	09/02	04/99	CONSUMER DECEASED						422709748440
CREDIT CARD									DLA 09/02
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
S&C BANK *668BBB54029	08/02	12/01	22K	251	22K		11	07	J
30(00)60(00)90+(00)									406995201287126
HOME IMPROVEMENT LOAN									DLA 08/02
FMCC *644FA04640	08/02	06/99	21K	351	8073		11	38	J
30(00)60(00)90+(00)									JHA2183DN0
AUTO									DLA 08/02
FMCC *644FA04640	08/02	11/00	16K	283	11K		11	21	J
30(00)60(00)90+(00)									EBA36121R7
AUTO									DLA 08/02
FMCC *644FA04640	08/02	08/02	27K	456	27K		10	J	EBA156671Y

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 069-3350526-00-264

AUTO								
SEARS	*645DC09286	09/02	06/98	750	10	775	R1 50 I	35781349
CHARGE	30(00)60(00)90+(00)						DLA 09/02	
AMOUNT IN H/C COLUMN IS CREDIT LIMIT								
SALLIE MAE *845FZ00120	08/02	03/01	2625	51	559	11 16 I	1589006102F	
30(00)60(00)90+(00)						DLA 08/02		
SALLIE MAE *845FZ00120	08/02	03/01	2000	26	264	11 16 I	1589006101F	
30(00)60(00)90+(00)						DLA 08/02		
WELLSFARGO *612FA00449	08/02	05/01	170K	1K	165K	11 13 J	4728571762	
30(00)60(00)90+(00)						DLA 08/02		
REAL ESTATE MORTGAGE								
FHA MORTGAGE								
CROSSCTRY *4580ND08054	08/02	05/98	4300	0	R1 51 I	422799724010		
30(00)60(00)90+(00)					DLA 12/01			
ACCOUNT CLOSED AT CONSUMERS REQUEST								
PAID ACCOUNT/ZERO BALANCE								
JCP/MCCBG *404FF03555	08/02	08/98	1900	0	R1 48 I	-1916502337		
30(00)60(00)90+(00)					DLA 12/01			

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350526-00-264

ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE CAP 1 BANK *B50BB01 498 02/02 01/99 1253	0	R1 37 I	412174152831
30(00)60(00)90+(00)		DLA 02/02	
ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE USAG LOAN *655FZ28868 04/01 08/93 2000 79M	0	I1 24 I	158900601437024
30(00)60(00)90+(00)		DLA 02/01	
STUDENT LOAN ACCOUNT TRANSFERRED OR SOLD USAG LOAN *655FZ28868 04/01 07/93 2625 68M	0	I1 14 I	158900601387935
30(00)60(00)90+(00)		DLA 02/01	
STUDENT LOAN ACCOUNT TRANSFERRED OR SOLD AAMS *168BB00821 06/01 10/00 166K 1K	0	I J	33300612148152
30(00)60(00)90+(00)			
REAL ESTATE MORTGAGE FHA MORTGAGE KEUSA-ASF *155FA00737 02/00 08/95 21K 357	0	I1 52 C	516497
30(00)60(00)90+(00)		DLA 02/00	

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS00040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 WILDWOOD AVE NEW RICHMOND WI 54017  
FN 009-3350526-00-264

PAID ACCOUNT/ZERO BALANCE  
AUTO  
CROSS CTRY\*458BB02969 04/99 04/99 500  
30(00)60(00)90+(00) R0 J 541490709116  
CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*152BB00795 03/94 07/93 2625 0 11 07 I DLA 04/99  
30(00)60(00)90+(00) 10000158900601  
BANK ONE \*152BB00795 10/93 08/93 2000 0 10 I DLA 03/94  
30(00)60(00)90+(00) 10000158900603  
\*PUBLIC RECORDS AND OTHER INFORMATION  
10/01\*COLL 07/99 668YC4921 FOR WORLD.COM,\$248,10/01 PAID  
BAL-10/01 \$ , DLA: 06/99, I,741619

REF TO CSC CREDIT SERVICES,  
PO BOX 981221,  
EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM

CSC174

FROZEN 623 2002 MONTH 10 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON, PENNY, L.  
1614 WILDWOOD AVE NEW RICHMOND WI 54017  
PENNY L  
, LAKEVIEW HOSPITAL  
, INQS- 34 INQUIRIES SINCE 00/64. FORD MOTOR, 613AN16734, 08/15/02, STWTR FDRD,  
, 613AN16404, 08/07/02, TOUSLEY FD, 613AN604, 08/05/02, 07/26/02, PRM 625UT00178,  
, TELEPHONE NUMBER (715) 246-2213 SPEC 07/02.  
, 1380 HERITAGE DR APT 17, NEWR, WI, 54017, TAPE RPTD 11/99  
, 13, BARTENDER AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.  
, FORMER NAME-ROSSO, PENNY, L.  
, FORMER NAME-URMSATION, PENNY, L.  
, BORN 12/11/1970, SSS-001-58-9006

\*INQS- 34 INQUIRIES SINCE 00/64. FORD MOTOR, 613AN16734, 08/15/02, STWTR FDRD,  
, 613AN16404, 08/07/02, TOUSLEY FD, 613AN604, 08/05/02, 07/26/02, PRM 625UT00178,  
, BANKAMERIC, 241BB2480, 07/02/02, 06/13/02, PRM 850BB01498, 06/06/02  
, PRM 4040N01216, 05/30/02, PRM 4012ZB33680, 04/18/02, PRM 996FM03218, 04/18/02  
, AR 103FM11660, 06/10/02, PRM 625UT00178, 04/18/02, PRM 996FM03218, 04/18/02  
, PRM 162BB16948, 02/26/02, PRM 163FM119202, 02/22/02, PRM 850BB24906, 03/08/02  
, PRM 496FM03218, 02/12/02, PRM 625UT00178, 02/11/02, PRM 667IG29916,  
, 01/28/02, AR 850BB24906, 01/19/02, AR 850BB24906, 12/27/01, PRM 496FM03218,  
, 01/09/01, AR 850BB24906, 10/29/01, PRM 162BB11698, SLUMBERLND 286HF3586  
, 07/30/01, WELLSEARGO 491FM6356, 03/20/01, 03/20/01, EU 1462B13616/22/01, 00,  
, 03/14/01, EU 616ZB04898/144, 00, CENTENNIAL 234FM31033, 02/02/01, 02/01/01  
, EU 146ZB13616/2401, 10/14/02, AR 491FM98970, 10/11/02, AR 103FM11640,  
, T-MOBILE, 910UT28130, 12/22/00, CAPONEBANK, 484BB672, 12/02/00, TOUSLEY FO  
, 613AN604, 11/06/00.

\* FIRM ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-264

FMCC 30(00)60(00)90+(00)	*644FA04640 09/02 06/99	21K 351 0	11 39 J	DLA 08/02 JHA2183DN0
AUTO				
FMCC 30(00)60(00)90+(00)	*644FA04640 09/02 11/00	16K 283 10K	11 22 J	DLA 09/02 EBA36121R7
AUTO				
FMCC 30(00)60(00)90+(00)	*644FA04640 09/02 08/02	27K 456 26K	10 J	DLA 09/02 EBA156671Y
AUTO				
CROSSCTRY*4580ND8054 10/02 04/99 CONSUMER DECEASED 422709748440				
CREDIT CARD				
AMOUNT IN H/C COLUMN IS CREDIT LIMIT				
SALLIE MAE*845FZ00120	09/02 03/01	2625 51	510	11 17 I DLA 09/02 1589006102F
30(00)60(00)90+(00)				
SALLIE MAE*845FZ00120	09/02 03/01	2000 26	239	11 17 I DLA 09/02 1589006101F
30(00)60(00)90+(00)				
NW AIR CU *613FC15148	10/02 09/02	25K 315	25K	10 J DLA 09/02 13539774
30(00)60(00)90+(00)				

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-264

SECURED CHARGE	SEARS 30(00)60(00)90+(00)	*645DC09286 10/02 06/98	750 18	779	R1 51 I	DLA 10/02	35781349
AMOUNT IN H/C COLUMN IS CREDIT LIMIT							
JCP/MCCB6 *404FF03555 10/02 08/98 1900	30(00)60(00)90+(00)		0	R1 50 I	DLA 12/01	-1916502337	
ACCOUNT CLOSED AT CONSUMERS REQUEST							
PAID ACCOUNT/ZERO BALANCE							
S&C BANK *668BB54029 09/02 12/01	30(00)60(00)90+(00)	22K 251	22K	I1 08 J	DLA 09/02	406995201287126	
HOME IMPROVEMENT LOAN							
WELLSFARGO *612FM00449 09/02 05/01	30(00)60(00)90+(00)	170K 1K	165K	I1 14 J	DLA 09/02	4728571702	
REAL ESTATE MORTGAGE							
FHA MORTGAGE							
W FINANCIAL *668FP04491 08/02 07/01	30(00)60(00)90+(00)	1500	0	R1 12 J	DLA 12/01	196-28428475	
CHARGE							

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZSD00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L FN 009-3350522-00-264  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017

AMOUNT IN H/C COLUMN IS CREDIT LIMIT				
CROSSCHTRY**580N08054 08/02 05/98 4300	0	R1 51 I	422709724010	
30(00)60(00)90+(00)		DIA 12/01		
ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
CAP 1-BANK**850BB01498 02/02 01/99 1253	0	R1 37 I	412174152831	
30(00)60(00)90+(00)		DIA 02/02		
ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
USAG LOAN **655FZ28868 04/01 08/93 2000 79M	0	I1 24 I	158900601437024	
30(00)60(00)90+(00)		DIA 02/01		
STUDENT LOAN				
ACCOUNT TRANSFERRED OR SOLD				
USAG LOAN **655FZ28868 04/01 07/93 2625 68M	0	I1 14 I	158900601387935	
30(00)60(00)90+(00)		DIA 02/01		
STUDENT LOAN				
ACCOUNT TRANSFERRED OR SOLD				
AAMG *168BB00821 06/01 10/00 166K 1K	0	I J	3300612148152	
30(00)60(00)90+(00)				

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZSD0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-264

## REAL ESTATE MORTGAGE

## FHA MORTGAGE

KBUSA-ASF \*155FA0 0737 02/00 08/95

21K 357 0 I1 52 C DLA 02/00

30(00)60(00)90+(00)

PAID ACCOUNT/ZERO BALANCE

AUTO

CROSS CTRY\*45BBB02969 04/99

04/99 500 R0 J 541490709116

30(00)60(00)90+(00)

CREDIT CARD DLA 04/99

AMOUNT IN H/C COLUMN IS CREDIT LIMIT

BANK ONE \*152BB00795 03/94 07/93 2625

0 I1 07 I 10000158900601

30(00)60(00)90+(00)

DLA 03/94

BANK ONE \*152BB00795 10/93 08/93 2000

0 I0 I 10000158900603

30(00)60(00)90+(00)

DLA 10/93

\*PUBLIC RECORDS AND OTHER INFORMATION

10/01\*COLL 07/99 668YC4921 FOR WORLD.COM \$248,10/01 PAID

BAL-10/01 \$, DLA: 06/99, I,741619

REF TO CSC CREDIT SERVICES,  
 ,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
 PO BOX 981221,

CSC179

FROZEN 623 2002 MONTH 11 NAME/SSN RECORDS  
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ANDERSON, PENNY, L.  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017  
 PENNY L FN 009-33350522-08-265  
 1614, WILDWOOD, AVE, NEWR, WI, 54017  
 FILE SINCE 11/07/90  
 1614, WILDWOOD, AVE, NEWR, WI, 54017, TAPE RPTD 12/00  
 TELEPHONE NUMBER (715) 246-2213 SPEC 07/02,  
 1380, HERITAGE DR APT 17, NEWR, WI, 54017, TAPE RPTD 11/99,  
 13, BACHELDER, AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99,  
 FORMER NAME - ROSSO, PENNY, L.  
 FORMER NAME - URMSTON, PENNY, L.  
 BORN 12/11/1970 SSS-001-58-9006  
 LAKEVIEW HOSPITAL

\*INQS-  
 32 INQUIRIES SINCE 00/64. CONSECOFIN, 613FP20487, 10/28/02, 10/14/02  
 AR 491FM98970, 10/11/02, AR 103FM11640, FORD MOTOR, 613AN16734, 08/15/02,  
 STWTR FORD, 613AN16604, 08/07/02, TOUSLEY FO, 613AN604, 08/05/02,  
 PRM 625UT00178, BANKAMERIC, 241BB2480, 07/02/02, 06/13/02, PRM 850BB01498,  
 06/06/02, PRM 404DN01216, 05/30/02, PRM 401ZZB3680, 04/18/02, PRM 496FM03218,  
 04/18/02, AR 103FM11640, 04/10/02, PRM 625UT00178, 04/08/02, PRM 850BB01498,  
 03/08/02, PRM 162BB16948, 02/26/02, PRM 163FM19202, 02/22/02, AR 850BB2496,  
 02/18/02, PRM 496FM03218, 02/12/02, PRM 625UT00178, 02/11/02, PRM 6671629914,  
 01/28/02, AR 850BB24906, 01/19/02, AR 850BB24906, 12/27/01, PRM 496FM03218,  
 SLUMBERLAND 286HF3586, 07/30/01, WELLSFARGO, 491FM6356, 03/20/01, 03/20/01  
 EU 1462B13616/2401, 00, 03/14/01, EU 6162B04898/144, 00, CENTENNIAL, 234FM31033  
 02/02/01, 02/01/01, EU 1462B13616/2401, T-MOBILE, 9100UT28130, 12/22/00,  
 \* FIRM ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER  
 30(00)60(00)90+(00) 11/02 05/01 170K 1K 165K 11 16 J 4728571702  
 DLA 11/02

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 4012SD0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-265

REAL ESTATE MORTGAGE				
FHA MORTGAGE				
WFFINANCE *668FP04491 10/02 07/01 1500	991	R1 14 J	196-28428475	
30(00)60(00)90+(00)			DLA 10/02	
CHARGE				
AMOUNT IN H/C COLUMN IS CREDIT LIMIT				
NW AIR CU *613FC15148 11/02 09/02 25K 315	24K	II 01 J	13539774	
30(00)60(00)90+(00)			DLA 11/02	
SECURED				
CROSSCNTRY*4580N08054 11/02 04/99 CONSUMER DECEASED			422709748440	
CREDIT CARD				
AMOUNT IN H/C COLUMN IS CREDIT LIMIT				
S&C BANK *668BBS54029 10/02 12/01 22K 251	0	II 09 J	406995201287126	
30(00)60(00)90+(00)			DLA 09/02	
HOME IMPROVEMENT LOAN				
SEARS *645DC09286 11/02 06/98 750	0	R1 52 I	35781349	
30(00)60(00)90+(00)			DLA 11/02	
CHARGE				

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401Z500040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-265

AMOUNT IN H/C COLUMN IS CREDIT LIMIT						
JCP/MCCB6 *604FF03555 11/02 08/98 1900	0	R1 51 I	-1916502337			
30(00)60(00)90+(00)				DLA 12/01		
ACCOUNT CLOSED AT CONSUMERS REQUEST						
PAID ACCOUNT/ZERO BALANCE						
SALLIE MAE*845FZ00120 10/02 03/01 2625 51	460	I1 18 I	1589006102F			
30(00)60(00)90+(00)				DLA 10/02		
SALLIE MAE*845FZ00120 10/02 03/01 2000 26	214	I1 18 I	1589006101F			
30(00)60(00)90+(00)				DLA 10/02		
FMCC *644FA04640 10/02 06/99 21K 351 0	0	I1 40 J	JHA2183DN0			
30(00)60(00)90+(00)				DLA 08/02		
AUTO						
FMCC *644FA04640 10/02 11/00 16K 283 10K		I1 23 J	EBA36121R7			
30(00)60(00)90+(00)				DLA 09/02		
AUTO						
FMCC *644FA04640 10/02 08/02 27K 456 26K		I1 02 J	EBA156671Y			
30(00)60(00)90+(00)				DLA 09/02		
AUTO						
CROSSCNTRY*4580N08054 08/02 05/98 4300 0	0	R1 51 I	422709724010			
30(00)60(00)90+(00)				DLA 12/01		

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY,  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-265

ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
CAP 1 BANK *850BB01498 02/02 01/99 1253	0	R1 37 I	412174152831	DLA 02/02
30(00)60(00)90+(00)				
ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
USAG LOAN *655FZ28868 04/01 08/93 2000 79M	0	II 24 I	158900601437024	DLA 02/01
30(00)60(00)90+(00)				
STUDENT LOAN				
ACCOUNT TRANSFERRED OR SOLD				
USAG LOAN *655FZ28868 04/01 07/93 2625 68M	0	II 14 I	158900601387935	DLA 02/01
30(00)60(00)90+(00)				
STUDENT LOAN				
ACCOUNT TRANSFERRED OR SOLD				
AAMS *168BB00821 06/01 10/00 166K 1K	0	I J	3300612148152	
30(00)60(00)90+(00)				
REAL ESTATE MORTGAGE				
FHA MORTGAGE				
KUSA-ASF *155FA00737 02/00 08/95 21K 357	0	II 52 C	516497	DLA 02/00
30(00)60(00)90+(00)				

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS00040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-265

PAID ACCOUNT/ZERO BALANCE  
AUTO  
CROSS CTRY\*458BB02969 04/99 04/99 500  
30(00)60(00)90+(00)  
CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*152BB00795 03/94 07/93 2625 0 11 07 I 541490709116  
30(00)60(00)90+(00) DLA 04/99  
BANK ONE \*152BB00795 10/93 08/93 2000 0 10 I 10000156900601  
30(00)60(00)90+(00) DLA 03/94  
\*PUBLIC RECORDS AND OTHER INFORMATION  
10/01\*CDLL 07/99 668YC4921 FOR WORLD.COM \$248,10/01 PAID  
BAL-10/01 \$, DLA: 06/99, 1,741619

REF TO CSC CREDIT SERVICES,  
,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM PO BOX 981221,

CSC184



FROZEN 6/23 2002 MONTH 12 NAME/SSN RECORDS  
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ANDERSON, PENNY L. 1614 WILDWOOD AVE NEW RICHMOND WI 54017	PENNY L. 1614, WILDWOOD, AVE, NEWR, WI, 54017, TAPE RPTD 12/00 TELEPHONE NUMBER (715) 246-2213 SPEC 07/02. 1380, HERITAGE, DR APT 17, NEWR WI, 54017, TAPE RPTD 11/99. 13, BATCHELDER AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99. FORMER NAME RUSSO, PENNY L. BORN 12/11/170, SSS-001-58-9006	FILE SINCE 11/07/90	FN 009-3350522-00-268 ANDERSON, PENNY L. 1614, WILDWOOD, AVE, NEWR, WI, 54017
<p>*INQS- 33 INQUIRIES SINCE 00/64, 12/09/02, EU 401ZB02533/WELL, 08, 12/03/02 EU 401ZB02533/WELL, 08 CONSECUTIVE, 613FP20487, 10/28/02, 10/14/02 AR 491FM98970, 10/11/02, AR 103FM11640, FORD MOTOR, 613AN16734, 08/15/02, STWTR FORD, 613AN16404, 08/07/02, TOUSLEY FO, 613AN604, 08/05/02, 07/26/02, PRM 625UT00178, BANKAMERIC, 241BB2480, 07/02/02, 06/13/02, PRM 850BB01498, 06/06/02, PRM 404DN01216, 05/30/02, PRM 401ZB283680, 04/18/02, PRM 496FM03218, 04/18/02, AR 103FM11640, 04/10/02, PRM 625UT00178, 04/08/02, PRM 850BB01498, 03/08/02, PRM 162BB16948, 02/26/02, PRM 163FMI922, 02/22/02, AR 850BB24906, 02/18/02, PRM 496FM03218, 02/12/02, PRM 625UT00178, 02/11/02, PRM 667T629914, 01/28/02, AR 850BB24906, 01/19/02, AR 850BB24906, 12/27/01, PRM 496FM03218, SLUMBERLAND 286HF3586, 07/30/01, WELLSFARGO, 491FM6356, 03/20/01, 03/20/01, EU 1462B13516/2401, 08, 03/14/01, EU 616ZB04898/144, 00, CENTENNIAL, 234FM31033 , 02/02/01, 02/01/01, EU 1462B13616/2401, T-MOBILE, 910U28130, 12/22/00 * FIRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER NW AIR CU *613FC15148 12/02 09/02 25K 315 24K 11 02 J 13539774 30(00)60(00)90+(00)</p>			

PAGE 1

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CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401Z500060,2 CREDIT BUREAU INC.  
 ANDERSON FENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-268

SECURED		CROSSCTRY#6580N08054 12/02 04/99 CONSUMER DECEASED		422709748440	
CREDIT CARD		CREDIT LIMIT		DLA	12/02
AMOUNT IN H/C COLUMN IS CREDIT LIMIT					
JCP/MCCB6 *604FF03555 12/02 08/98 1000	0	R1 52 I	-1916502337		
30(00)60(00)90+(00)				DLA	12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST					
PAID ACCOUNT/ZERO BALANCE					
FMCC *644FA04640 11/02 06/99 21K 351	0	I1 41 J	JHA2183DN0		
30(00)60(00)90+(00)				DLA	08/02
AUTO					
FMCC *644FA04640 11/02 11/00 16K 283	10K	I1 24 J	EBA36121R7		
30(00)60(00)90+(00)				DLA	11/02
AUTO					
FMCC *644FA04640 11/02 08/02 27K 456	26K	I1 03 J	EBA156671Y		
30(00)60(00)90+(00)				DLA	11/02
AUTO					
SEARS *645DC09286 12/02 06/98 750	0	R1 53 I	35781349		
30(00)60(00)90+(00)				DLA	12/02

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TD 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-268

CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT					
SALLIE MAE *845FZ00120 11/02 03/01 2625	51	410	II 19 I	1589006102F	DLA 11/02
30(00)60(00)90+(00)					
SALLIE MAE *845F00120 11/02 03/01 2000	26	189	II 19 I	1589006101F	DLA 11/02
30(00)60(00)90+(00)					
WELLSFARGO *612FM00449 11/02 05/01 170K 1K	165K	II 16 J	4228571702		DLA 11/02
30(00)60(00)90+(00)					
REAL ESTATE MORTGAGE					
FHA MORTGAGE					
WFFINANCE *668FP04491 10/02 07/01 1500	991	R1 14 J	196-2842845		
30(00)60(00)90+(00)					
CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT					
SBC BANK *668BBS54029 10/02 12/01 22K 251	0	II 09 J	406995201287126		DLA 09/02
30(00)60(00)90+(00)					
HOME IMPROVEMENT LOAN					
CROSSCTRY*458DN08054 08/02 05/98 4300	0	R1 51 I	422709724010		DLA 12/01
30(00)60(00)90+(00)					

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 4017S00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-268

ACCOUNT CLOSED AT CONSUMERS REQUEST						
PAID ACCOUNT/ZERO BALANCE						
CAP 1 BANK *850B301498 02/02 01/99 1253	0	R1 37 I				412174152831
30(00)60(00)90+(00)						DLA 02/02
ACCOUNT CLOSED AT CONSUMERS REQUEST						
PAID ACCOUNT/ZERO BALANCE						
USAG LOAN *655FZ28868 04/01 08/93 2000 79M	0	II 24 I				158900601437024
30(00)60(00)90+(00)						DLA 02/01
STUDENT LOAN						
ACCOUNT TRANSFERRED OR SOLD						
USAG LOAN *655FZ28868 04/01 07/93 2625 68M	0	II 14 I				158900601387935
30(00)60(00)90+(00)						DLA 02/01
STUDENT LOAN						
ACCOUNT TRANSFERRED OR SOLD						
AAMG *168B000821 06/01 10/00 166K 1K	0	I J				3300612148152
30(00)60(00)90+(00)						
REAL ESTATE MORTGAGE						
FHA MORTGAGE						
X BUSA-ASF *155FA00737 02/00 08/95 21K 357	0	II 52 C				516497
30(00)60(00)90+(00)						

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS00040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 WILDDOOD AVE NEW RICHMOND WI 54017 FN 009-3350522-00-268

Paid account/zero balance  
AUTO CROSS CTRY\*458RB02969 04/99 04/99 500 R0 J 541490709116  
30(00)60(00)90+(00) DLA 04/99  
CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*1528B00795 03/94 07/93 2625 0 11 07 1 100001589000601  
30(00)60(00)90+(00) DLA 03/94  
BANK ONE \*1528B00795 10/93 08/93 2000 0 10 1 100001589000603  
30(00)60(00)90+(00) DLA 10/93  
\*PUBLIC RECORDS AND OTHER INFORMATION  
10/01\*COL 07/99 668YC4921 FOR WORLD CDM, \$248,10/01 PAID  
BAL-10/01 \$, DLA: 06/99, I,741619

REF TO CSC CREDIT SERVICES,  
EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM PO BOX 981221,

CSC189

CSC190

## FROZEN 6/23 2003 MONTH 01 NAME/SSN RECORDS

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ANDERSON  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

FN 009-3350494-00-272

ANDERSON, PENNY, L  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017

PENNY, L  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017  
TELEPHONE NUMBER (715) 246-2213 SPEC 07/02  
1380, HERITAGE DR APT 17, NEWR, WI, 54017, TAPE RPTD 11/99.  
13, BATCHELDER AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.  
FORMER NAME - RUSSO, PENNY, L  
FORMER NAME - URMSTON, PENNY, L  
BORN 12/11/1700, SSN 001-58-9006

\*INQS - 30 INQUIRIES SINCE 00/64, 12/09/02, EU 4012B02533/WELL, 08, 12/03/02

EU 4012B02533/WELL, 08, 12/03/02  
AR 491FM98970, 10/1/02, AR 103FM11640, FORD MOTOR, 613AN16734, 08/15/02,  
STWTR FORD, 613AN16734, 08/15/02,

PRM 625UT00178, BANKAMERIC, 241BB2480, 07/02/02, 06/13/02, PRM 4040N01216, 05/30/02, PRM 4012ZB3680, 04/18/02, PRM 496FM0321B,  
03/18/02, PRM 162BB16948, 02/26/02, PRM 163FM19202, 02/22/02, AR 850BB24906,  
02/18/02, PRM 496FM0321B, 02/12/02, PRM 625UT00178, 02/11/02, PRM 671G29914,  
01/28/02, AR 850BB24906, SLUMBERLND, 286HF3586, 07/30/01, WELLSFARGO, 491FM3356

, 03/20/01, 03/20/01, EU 1462B13615/4601, 00, 03/14/01, EU 6162B04898/144, 00,  
CENTENNIAL, 234FM31033, 02/02/01, EU 1462B13616/2401.

\* FIRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER  
WELLSFARGO 612FM00449 01/03 05/01 170K 1K 165K 11 18 J 4728571702  
30(00)60(00)90+(00)

FILE SINCE 11/07/90

DLA 01/03

CSC191

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012500040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350494-00-272

REAL ESTATE MORTGAGE									
FHA MORTGAGE									
FMCC	*644FA04640	01/03	08/02	25K	456	24K	11	05	J
AUTO									
FMCC	*644FA04640	01/03	11/00	15K	283	9255	11	26	J
AUTO									
SALLIE MAE	*845FZ00120	12/02	03/01	2625	51	410	11	20	I
SALLIE MAE	*845FZ00120	12/02	03/01	2000	26	189	11	20	I
NW AIR CU	*613FC15148	01/03	09/02	25K	315	24K	11	03	J
SECURED									
SEARS	*645DC09286	01/03	06/98	750	0	R1 54 I			
CHARGE	30(00)60(00)90+(00)					DLA 01/03			
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									

CSC192

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401250040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350494-00-272

JCP/MCCBG *404FFF03555 01/03 08/98 1900 30(00)60(00)90+(00)	0	R1 53 I	-1916502337
ACCOUNT CLOSED AT CONSUMERS REQUEST			
PAID ACCOUNT/ZERO BALANCE			
WFFINANCE *668FP04491 11/02 07/01 1500 30(00)60(00)90+(00)	991	R1 15 J	DLA 12/01
CHARGE			
AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
CROSSCTRY 4580N08054 01/03 06/99 1900 35 30(00)60(00)90+(00)	11 30		196-28428475
FMMC *6644FA04640 11/02 06/99 21K 351 30(00)60(00)90+(00)	0	R1 41 J	DLA 12/02
AUTO			
S&C BANK *668BB54029 10/02 12/01 22K 251 30(00)60(00)90+(00)	0	R1 41 J	JHA2183DN0
HOME IMPROVEMENT LOAN			
CROSSCTRY *4580N08054 08/02 05/98 4300 30(00)60(00)90+(00)	0	R1 51 I	DLA 08/02
ACCOUNT CLOSED AT CONSUMERS REQUEST			422709748440
			406995201287126
			DLA 09/02
			422709724010
			DLA 12/01

CSC193

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2  
 ANDERSON  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350494-00-272

PAID ACCOUNT/ZERO BALANCE CAP 1 BANK *850BB01498 02/02 01/99 1253 30(00)60(00)90+(00)	0	R1 37 I	412174152831 DLA 02/02
ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE USAG LOAN *655EZ28868 04/01 08/93 2000 79M 30(00)60(00)90+(00)	0	I1 24 I	158900601437024 DLA 02/01
STUDENT LOAN ACCOUNT TRANSFERRED OR SOLD USAG LOAN *655FZ28868 04/01 07/93 2625 68M 30(00)60(00)90+(00)	0	I1 14 I	158900601387935 DLA 02/01
AAMG *168BB00821 06/01 10/00 166K 1K 30(00)60(00)90+(00)	0	I J	3300612148152
FHA MORTGAGE KBUSA ASF *155FA00737 02/00 08/95 21K 357 30(00)60(00)90+(00)	0	I1 52 C	DLA 02/00 516497

CSC194

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 4012500404,2 CREDIT BUREAU INC.

ANDERSON 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350494-00-272  
 PENNY L

PATN	ACCOUNT/ZERO BALANCE	AUTO					
CROSS	CTRY*4588802969	04/99	04/99	500	R0	J	541490709116
AMOUNT	30(00)60(00)90+00)						DLA 04/99
CREDIT CARD							
BANK	ONE	*152800795	03/94	07/93	2625		10000158900601
	30(00)60(00)90+00)				0	11 07 I	DLA 03/94
BANK	ONE	*152800795	10/93	08/93	2000	10	10000158900603
	30(00)60(00)90+00)				0	I	DLA 10/93
*PUBLIC RECORDS AND OTHER INFORMATION							
10/01*COLL 07/99 668YC4921 FOR WORLD.COM \$248,10/01 PAID							
BAL-10/01 \$, DLA: 06/99, 1,741619							

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
 ,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM

CSC195

FROZEN 623 2003 MONTH 02 NAME/SSN RECORDS

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ANDERSON  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
PENNY L

FN 009-3350526-00-272  
FILE SINCE 11/07/90

ANDERSON PENNY, L  
1614,HALLEWOOD, BLVD, NEWR, WI, 54017

ANDERSON, PENNY, L.  
1614 HALLEWOOD, BLVD, NEWR, WI, 54017, TAPE RPTD 12/00  
TELEPHONE NUMBER (715) 246-2213 SPEC 07/02.  
1380, HERITAGE DR APT 17, NEWR, WI 54017, TAPE RPTD 11/99.  
FORMER NAME ROSSO, PENNY, L.  
FORMER NAME URNSTON, PENNY, L.  
BORN 12/17/97, SSS-001-58-9006

\*INQS- 26 INQUIRIES SINCE 00/64 02/03/03 , PRM 615ZZ13725, 12/09/02

EU 401ZB02533/WELL, 08, 12/03/02 , EU 401ZB02533/WELL, 08, CONSECOFIN, 613FP20487

, 613AN16734, 10/14/02 , AR 491FM8970, 10/11/02 , AR 103FMI1640, FORD MOTOR

, 08/05/02 07/26/02 , PRM 625UT00178, BANKAMERIC, 241BB2460, 07/02/02, 06/13/02

, PRM 850BB01498, 06/06/02 , PRM 4040N01216, 05/30/02 , PRM 401ZZ83680,

04/18/02 , PRM 496FM03218, 04/18/02 , AR 103FM11640, 04/10/02 , PRM 162BB16948, 02/22/02 , AR 850BB24906, 02/18/02 , PRM 496FM32187, SLUMBERLAND, 286HF3586

, 07/30/01 , WELLSFARGO, 491FM6356, 03/20/01, 03/20/01 , EU 146ZB13616/2401, 00,

\* FIRM ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECDA ACCOUNT NUMBER

30(00)60(00)90+(00) 02/03 05/01 170K 1K 164K 11 19 J 4728571702  
REAL ESTATE MORTGAGE DLA 02/03

CSC196

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00840,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350526-00-272

FHA MORTGAGE NW AIR CU	*613FC15148	02/03	09/02	25K	315	24K	11 04 J	DLA 02/03	13539774
SECURED									
SALLIE MAE	*845F200120	01/03	03/01	2625	51	310	11 21 I	DLA 01/03	1589006102F
	30(00)60(00)90+(00)								
SALLIE MAE	*845F200120	01/03	03/01	2000	26	138	11 21 I	DLA 01/03	1589006101F
	30(00)60(00)90+(00)								
FMCC	*644FA04640	02/03	08/02	25K	456	23K	11 06 J	DLA 02/03	31681373
	30(00)60(00)90+(00)								
AUTO	*644FA04640	02/03	11/00	15K	283	8727	11 27 J	DLA 02/03	25529880
	30(00)60(00)90+(00)								
FMCC	JCP/MCCBG	*404FF03555	02/03	08/98	1900	0	R1 54 I	DLA 12/01	-1916502337
	30(00)60(00)90+(00)								
ACCOUNT CLOSED AT CONSUMERS REQUEST									
PAID ACCOUNT/ZERO BALANCE									
SEARS	*645DC09286	02/03	06/98	750	0	R1 55 I	DLA 02/03	35781349	
	30(00)60(00)90+(00)								

CSC197

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FW 009-3350526-00-272

CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT WFFINANCE *668FP04491 12/02 07/01 1500 CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT CROSSCTRY 4580N08054 01/03 04/99 1900 35 30(00)60(00)90+(00) FMCC *644FA04640 11/02 06/99 21K 351 30(00)60(00)90+(00) AUTO S&C BANK *668BB54029 10/02 12/01 22K 251 30(00)60(00)90+(00) HOME IMPROVEMENT LOAN CROSCTRY*4580N08054 08/02 05/98 4300 30(00)60(00)90+(00) ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE CAP 1 BANK#850B01498 02/02 01/99 1253 30(00)60(00)90+(00)	591	R1 16 J	196-28428475	DLA 12/02
		11 30	422709748440	DLA 12/02 JHA218SDNG DLA 08/02
		0	11 41 J	406995201287126 DLA 09/02
		0	11 09 J	422709724010 DLA 12/01
		0	R1 51 I	412174152831 DLA 02/02
		0	R1 37 I	

CSC198

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350526-00-272

ACCOUNT CLOSED AT CONSUMERS REQUEST	PAID ACCOUNT/ZERO BALANCE	USAG LOAN *655FZ28868 04/01 08/93 2000 79M	0	11 24 I	158900601437024 DLA 02/01
STUDENT LOAN	ACCOUNT TRANSFERRED OR SOLD	USAG LOAN #655FZ28868 04/01 07/93 2625 68M	0	11 14 I	158900601387935 DLA 02/01
STUDENT LOAN	ACCOUNT TRANSFERRED OR SOLD	AMG *168BB00821 06/01 10/00 166K 1K	0	I J	3300612148152
AMG 30(00)60(00)90+(00)	REAL ESTATE MORTGAGE	FHA MORTGAGE			
KBUS-AFF *155FA00737 02/00 08/95 21K 357	PAID ACCOUNT/ZERO BALANCE	AUTO CROSS CTRY*458BB02769 04/99 04/99 500	0	11 52 C	DLA 02/00 516497 DLA 04/99
PAGE 4			R0	J	541490709116

CSC199

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401Z50040,2 CREDIT BUREAU INC.  
ANDERSON 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 PEGGY L.  
FN 009-3350526-08-272

CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*152BBB0795 03/94 67/93 2625  
30(00)60(00)90+(00) 0 11 07 I 10000158900601  
BANK ONE \*152BBB0795 10/93 08/93 2000 0 10 I DLA 03/94  
30(00)60(00)90+(00) 10000158900603  
\*PUBLIC RECORDS AND OTHER INFORMATION  
10/01\*COLL 07/99 668YC4921 FOR WORLD.COM \$248,10/01 PAID  
DLA 10/93  
BAL-10/01 \$, DLA, 06/99, 1,741619

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM

CSC200

FROZEN 6/23/2003 MONTH 03 NAME/SSN RECORDS  
\*\*\*\*\*ANDERSON PENNY L  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

FILE SINCE 11/07/90 FN 009-3350526-00-272

ANDERSON, PENNY, L  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017ANDERSON, PENNY, L  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017  
TELEPHONE NUMBER (715) 246-2213 SPEC 10/02,  
1380, HERITAGE DR API 17, NEWR WI 54017 TAPE RPTD 11/99,  
13, BATCHELDER AVE UNIT 1, MANC, WI 54017 TAPE RPTD 05/99.  
FORMER NAME RUSSO PENNY, L  
FORMER NAME URMSTON, PENNY, L  
BORN 12/11/1970 SSS-001-58-9006

\*INQS-23 INQUIRIES SINCE 00/64 02/12/03 AR 910UJZ52883, 02/03/03

PRM 6152213725, 12/13/02, AR 4580N08054, 12/09/02, EU 4012B02533, WELL, 08,

AR 491FM98970, 10/11/02, AR 103FM11640, FORD MOTOR 613AN16734, 08/15/02,

STWTR FORD 613AN16404, 08/07/02, TOUSLEY FO 613AN604, 08/05/02, 07/26/02

PRM 625UT00178, BANKAMERIC 241BB2480, 07/02/02, 06/13/02, PRM 850BB01498,

06/06/02, PRM 4040N01216, 05/30/02, PRM 4012Z83680, 06/18/02, PRM 496FM03218,

SLUMBER IND 286HF3586, 07/30/01, WELLSFARGO, 491FM6356, 03/20/01, 03/20/01

EU 146ZBJ3616/2401, 00, \* FIRM ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER

WELLSFARGO 612FM00449 03/03 05/01 170K 1K 164K 11 20 J DLA 03/03

REAL ESTATE MORTGAGE  
FHA MORTGAGE

CSC201

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012500040\_2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350526-00-272

NW ATR CU *6135CC15148 03/03 09/02	25K 315 24K	11 05 J	13539774
30(00)60(00)90+(00)			DLA 03/03
SECURED			
FMCC *644FA04640 03/03 08/02	25K 456 23K	11 07 J	DLA 03/03
30(00)60(00)90+(00)			
AUTO FMCC *644FA04640 03/03 11/00	15K 283 8477	11 28 J	DLA 03/03
30(00)60(00)90+(00)			
AUTO JCP/MCCBG *404FF03555 03/03 08/98 1900	0	R1 55 I	-1916502337
30(00)60(00)90+(00)			DLA 12/01
ACCOUNT CLOSED AT CONSUMERS REQUEST			
PAID ACCOUNT(ZERO BALANCE			
SEARS *645DC09286 03/03 06/98 750	0	R1 56 I	35781349
30(00)60(00)90+(00)			
CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
SALLIE MAE*845F200120 02/03 03/01 2625 51	259	11 22 I	1589006102F
30(00)60(00)90+(00)			

CSC202

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 FN 009-3350526-00-272

TO 401ZS00040,2  
 ANDERSON PENNY<sup>1</sup>  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

SALLIE MAE*845FB0120 02/03 03/01 2000 26	113	11 22 I	1589006101F
WFFINANCE *668FP0491 01/03 07/01 1500	391	R1 17 J	DLA 02/03 196-28428475
30(00)60(00)90+(00)			DLA 01/03
CHARGE			
AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
CROSSCNTRY 45800N08054 01/03 04/99 1900 35			
30(00)60(00)90+(00)			
FMCC *644FA0640 11/02 06/99 21K 351	0	11 41 J	422709748640
30(00)60(00)90+(00)			JHA283DND
AUTO			DLA 12/02
S&C BANK *668B154029 10/02 12/01 22K 251	0	11 09 J	DLA 08/02
30(00)60(00)90+(00)			406995201287126
HOME IMPROVEMENT LOAN			JHA 09/02
CROSSCNTRY*45800N08054 08/02 05/98 4300	0	R1 51 I	DLA 12/01
30(00)60(00)90+(00)			422709724010
ACCOUNT CLOSED AT CONSUMERS REQUEST			
PAID ACCOUNT ZERO BALANCE			
CAP 1 BANK*850BB01498 02/02 01/99 1253	0	R1 37 I	412174152831
30(00)60(00)90+(00)			DLA 02/02



CSC204

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS0040,2 CREDIT BUREAU INC.  
ANDERSON PENNY  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350526-00-272

CREDIT CARD						
AMOUNT	IN H/C COLUMN	IS CREDIT	LIMIT			
BANK ONE	*152BB0795	03/94	07/93	2625	0	11 07 1
	30(00)600090+(00)					100001589000601
BANK ONE	*152BB0795	10/93	08/93	2000	0	10 1
	30(00)600090+(00)					DLA 03/94
*PUBLIC RECORDS AND OTHER INFORMATION						
10/01*COLL 07/99 668YC4921 FOR WORLD.COM, \$248, 10/01 PAID						
BAL-10/01 \$, DLA: 06/99, 1,741619 DLA 10/93						

REF TO CSC CREDIT SERVICES,  
, EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM  
PO BOX 981221,

CSC205

FROZEN 6/23 2003 MONTH 04 NAME/SSN RECORDS  
\*\*\*\*\*ANDERSON PENNY L  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017FN 009-3350522-00-272  
FILE SINCE 11/07/90ANDERSON PENNY,L  
1614,HALLEWOOD,BLVD,NEWR,WI,54017ANDERSON, PENNY L.  
1614, HALLEWOOD BLVD, NEWR, WI, 54017  
TELEPHONE NUMBER (715) 246-2213 SPEC 10/02.  
1380, HERITAGE DR APT 17 NEWR, WI, 54017, TAPE RPTD 11/99.  
13, BATCHELDER AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.  
FORMER NAME - RUSSO, PENNY L.  
FORMER NAME - IRVINGSON, PENNY L.  
BORN 12/1/1970, SSS - 001-58-9006\*INQS- 18 INQUIRIES SINCE 08/64 03/19/03 ,AR 103FM11640, 02/12/03  
AR 910UZ52883, 02/03/03 ,PRM 6152Z13725, 12/13/02 ,AR 4580N08054, 12/09/02  
,EU 4012B0233/WELL, 08, 12/03/02 ,EU 4012B02533/WELL, 08, CONSECO FIN  
,613FP20487, 10/28/02, 10/14/02 ,AR 491FM98970, 10/11/02 ,AR 103FM11640,  
FORD MOTOR, 613AN16734, 08/15/02, SWTR FORD, 613AN1404, 08/07/02, TOSLEY FO  
,613AN604, 08/05/02, 07/26/02 ,PRM 625UT00178, BANKAMERIC, 241BB2480 07/02/02  
,06/13/02 ,PRM 850BB01498, 06/06/02 ,PRM 4040N01216, 05/30/02 ,PRM 401ZZ83660,  
SLUMBERLND, 286HFF3586, 07/30/01 \*\* FIRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER  
WFFINANCE \*668FFP0491 03/03 07/01 1500 0 RI 19 J 196-28428475  
30(00)60(00)90+(00) CHARGE DLA 03/03  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT 25K 456 22K 11 08 J DLA 04/03  
FMCC \*644FA04640 04/03 08/02 30(00)60(00)90+(00)

CSC206

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401Z50040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

FN 009-3350522-00-272

AUTO											
FMCC	*644FA04640	04/03	11/00	15K	283	8228	11	29	J	DLA 04/03	25529880
AUTO	30(00)60(00)90+(00)										
SALLIE MAE	*845F200120	03/03	03/01	2625	51	194	11	23	I	DLA 03/03	1589006102F
SALLIE MAE	*845F200120	03/03	03/01	2000	26	80	11	23	I	DLA 03/03	1589006101F
JCP/MCCBG	*404FF03555	04/03	08/98	1900	0	R1	56	I		-1916502337	
30(00)60(00)90+(00)										DLA 12/01	
ACCOUNT CLOSED AT CONSUMERS REQUEST											
PAID ACCOUNT/ZERO BALANCE											
SEARS	*645DC09286	04/03	06/98	750	0	R1	57	I		35781349	
CHARGE	30(00)60(00)90+(00)									DLA 04/03	
AMOUNT IN H/C COLUMN IS CREDIT LIMIT											
WELLSFARGO	*612FM00449	03/03	05/01	170K	1K	164K	11	20	J	DLA 03/03	4728571702
30(00)60(00)90+(00)											
REAL ESTATE MORTGAGE											

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040, 2  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350522-00-272

FHA MORTGAGE NW AIR CU *613FC15148	03/03	09/02	25K	315	24K	11 05 J	DLA 03/03	13539774
SECURED CROSSNTRY 4580W08054	01/03	04/99	1900	35		11 30	DLA 12/02	42270974B440
30(00)60(00)90+(00)							JHA2183DNO	
FMCC *644FA04640	11/02	06/99	21K	351	0	11 41 J	DLA 08/02	
AUTO 30(00)60(00)90+(00)								
S&C BANK *668B154029	10/02	12/01	22K	251	0	11 09 J	406995201287126	
30(00)60(00)90+(00)							DLA 09/02	
HOME IMPROVEMENT LOAN								
CROSSNTRY *4580N08054	08/02	05/98	4300		0	R1 51 T	422709746010	
30(00)60(00)90+(00)							DLA 12/01	
ACCOUNT CLOSED AT CONSUMERS REQUEST								
PAID ACCOUNT/ZERO BALANCE								
CAP 1 BANK *85BB001498	02/02	01/99	1253		0	R1 37 T	412174152831	
30(00)60(00)90+(00)							DLA 02/02	
ACCOUNT CLOSED AT CONSUMERS REQUEST								

CSC208

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401Z50040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 809-3350522-00-272

Paid Account/Zero Balance	USAG LOAN	*655FZ28868	04/01	08/93	2000	79M	0	11 24 I	158900601437024	DLA 02/01
STUDENT LOAN		30(00)60(00)90+(00)								
ACCOUNT TRANSFERRED OR SOLD										
USAG LOAN	*655FZ28868	04/01	07/93	2625	68M	0	11 14 I	158900601387935		DLA 02/01
STUDENT LOAN	30(00)60(00)90+(00)									
ACCOUNT TRANSFERRED OR SOLD										
AAMG	*168880821	06/01	10/00	166K	1K	0	I J	3300612148152		
CLOSED ACCOUNT	30(00)60(00)90+(00)									
FHA MORTGAGE										
KBUS-A SF	*155FA00737	02/00	08/95	21K	357	0	I1 52 C	516497		
PAID ACCOUNT/ZERO BALANCE	30(00)60(00)90+(00)									
AUTO										
CROSS CTRY*	458BB02969	04/99	04/99	500		R0 J	541490709116			

CSC209

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350522-00-272

CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
BANK ONE \*152BB00795 03/94 07/93 2625 0 11 07 I 10000158900601  
30(00)60(00)90+(00) 30(00)60(00)90+(00) 0 10 I DLA 03/94  
30(00)60(00)90+(00) \*PUBLIC RECORDS AND OTHER INFORMATION  
10/01\*COLL 07/99 668YC4921 FOR WORLD.COM \$248,10/01 PAID  
BAL-10/01 \$, DLA: 06/99, 1,741619

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
, EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM

CSC210

FROZEN 623 2003 MONTH 05 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON PENNY, L.  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350522-00-272 ANDERSON, PENNY, L.

PENNY, L.  
1614,HALLEWOOD, BLVD, NEWR, WI, 54017 FILE SINCE 11/07/90  
ANDERSON PENNY, L.  
1614,HALLEWOOD, BLVD, NEWR, WI, 54017 TELEPHONE NUMBER (715) 246-2213 SPEC 03/03.  
1380,HERITAGE, DR APT 17,NEWR, WI, 54017 TAPE RPTD 11/99.  
13, BACHELDER, AVE UNIT 1,MANC,NH,03103, TAPE RPTD 05/99.  
FORMER NAME-ROSSO, PENNY, L.  
FORMER NAME-URSTON, PENNY, L.  
BORN 12/11/1970 SSS-001-58-9006

\*INQS- 19 INQUIRIES SINCE 00/64-03/19/03 AR 103FM11640, 02/12/03  
AR 900UZ52883, 02/03/03 ,PRM 6152213725, 12/13/02 ,AR 458DN8054, 12/09/02

,EU 4012B02533/WELL, 08, 12/03/02 ,EU 4012B02533/WELL, 08, CONSECOFIN,  
,613FP0487, 10/28/02 ,10/14/02 ,AR 491FM08970, 10/11/02 ,AR 103FM11640,  
FORD MOTOR, 613AN16734, 08/15/02 ,STWTR FORD 613AN16404, 08/07/02 ,TOUSLEY FO

,613AN04, 08/02 ,PRM 625U100178, BANKAMERIC, 241BB2480, 07/02/02  
06/13/02 ,PRM 850BB01498, 06/06/02 ,PRM 4040N01216, 05/30/02 ,PRM 4012ZB3680,  
05/16/03 ,AR 491FM00011, SLUMBERLND, 286HF3586, 07/30/01.

\*- FIRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER  
WFFINACE \*668FP0491 04/03 07/01 1500 0 R1 20 J 196-28428475  
30(00)60(00)90+00)  
CHARGE  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
WELLSFARGO\*612FMD0449 05/03 05/01 170K 1K 0 11 22 J DLA 4728571702  
30(00)60(00)90+(00)

CSC211

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350522-00-272

REAL ESTATE MORTGAGE						
FHA MORTGAGE						
WELLSFARGO 60*24/FM01630	05/03	04/03	169K	1K	169K	11 J
30(00)60(00)90+(00)						DLA 05/03
REAL ESTATE MORTGAGE						7080125431015
CONVENTIONAL MORTGAGE						
NW AIR CU *613JC15148	05/03	09/02	25K	315	24K	11 07 J
30(00)60(00)90+(00)						DLA 05/03
SECURED						13539774
CROSSCMTRY*4580N08054	05/03	04/99	CONSUMER DECEASED			
CREDIT CARD						
AMOUNT IN H/C COLUMN IS CREDIT LIMIT						
FMCC *644FA04640	05/03	08/02	25K	456	22K	11 09 J
30(00)60(00)90+(00)						DLA 05/03
AUTO						422709748440
FMCC *644FA04640	05/03	11/00	15K	283	7977	11 30 J
30(00)60(00)90+(00)						DLA 05/03
AUTO						31681373
PAGE 2						25529880

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON  
 1614 HALEWOOD BLVD NEW RICHMOND WI 54017  
 PENNY<sup>1</sup>  
 FN 009-3350522-00-272

SALLIE MAE*845FZ00170 04/03 03/01 2625 51 194	R1 24 I	DLA 04/03	1589006102+
30(00)60(00)90+(00)			1589006101F
SALLIE MAE*845FZ00120 04/03 03/01 2000 26 80	R1 24 I	DLA 04/03	
30(00)60(00)90+(00)			-1916502337
JCP/MCCBG *466FF03555 05/03 08/98 1900 0 R1 57 I		DLA 12/01	
30(00)60(00)90+(00)			
ACCOUNT CLOSED AT CONSUMERS REQUEST			
PAID ACCOUNT/ZERO BALANCE			
SEARS *645DC09286 05/03 06/98 750 10 74 R1 58 I			35781349
30(00)60(00)90+(00)			
CHARGE			DLA 05/03
AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
FMCC *644FA04640 11/02 06/99 21K 351 0 R1 41 J		JHA2183DN0	
30(00)60(00)90+(00)			DLA 08/02
AUTO S&C BANK *668BB54029 10/02 12/01 22K 251 0 R1 09 J		406995201287126	
30(00)60(00)90+(00)			DLA 09/02
HOME IMPROVEMENT LOAN CROSSNTRY*4580N08054 08/02 05/98 4300 0 R1 51 I		422709724010	
30(00)60(00)90+(00)			DLA 12/01

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY,  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350522-00-272

ACCOUNT CLOSED AT CONSUMERS REQUEST					
PAID ACCOUNT/ZERO BALANCE					
CAP 1 BANK *850801498 02/02 01/99 1253	0	R1	37	I	DIA 412174152831
30(00)60(00)90+(00)					
ACCOUNT CLOSED AT CONSUMERS REQUEST					
PAID ACCOUNT/ZERO BALANCE					
USAG LOAN *655F228868 04/01 08/93 2000 79M	0	II	24	I	158900601437024
30(00)60(00)90+(00)					
STUDENT LOAN					
ACCOUNT TRANSFERRED OR SOLD					
USAG LOAN *655F228868 04/01 07/93 2625 68M	0	II	14	I	158900601387935
30(00)60(00)90+(00)					
STUDENT LOAN					
ACCOUNT TRANSFERRED OR SOLD					
AAMG *1688B00821 06/01 10/00 166K 1K	0	I	J		3300612148152
30(00)60(00)90+(00)					
CLOSED ACCOUNT					
FHA MORTGAGE					
KBUS-A SF *155FA00737 02/00 08/95 21K 357	0	II	52	C	DIA 02/00 516497
30(00)60(00)90+(00)					

CSC214

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS00040.2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350522-00-272

PAID ACCOUNT / FERR BALANCE					
AUTO					
CROSS CTRY**4588BB2969 04/99 04/99 500	R0	J	541490709116	DLA 04/99	
CREDIT CARD					
AMOUNT IN H/C COLUMN IS CREDIT LIMIT					
BANK ONE *152BB0795 03/94 07/93 2625	0	11 07 I	10000158900601	DLA 03/94	
BANK ONE *152BB0795 10/93 08/93 2000	0	10 I	10000158900603	DLA 10/93	
30(00)60(00)90+(00)					
*PUBLIC RECORDS AND OTHER INFORMATION					
10/01*COLL 07/99 668YC4921 FOR WORLD.COM \$248,10/01 PAID					
BAL-10/01 \$, DLA: 06/99, 1,741619					

REF TO CSC CREDIT SERVICES,  
PO BOX 981221,  
EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM

CSC215

## FROZEN 6/23/2003 MONTH 06 NAME/SSN RECORDS \*\*\*\*\*

ANDERSON

1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

FN 009-3350526-00-273

ANDERSON, PENNY, L  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017

ANDERSON, PENNY, L

FILE SINCE 11/07/90

1614, HALLEWOOD, BLVD, NEWR, WI, 54017

TELEPHONE NUMBER (715) 246-2213 SPEC 03/03.

1380, HERITAGE DR APT 17, NEWR, WI, 54017 TAPE RPTD 11/99.

13, BATCHELDER AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.

FORMER NAME -ROSSO, PENNY, L

FORMER NAME -URMSTON, PENNY, L

BORN 12/1/1970, SSS-001-58-9006

LAKEVIEW HOSPITAL

\*INQS-19 INQUIRIES SINCE 00/64

FLEET CC, 4580N8849, 06/09/03, 05/22/03

PRM 625UT00178, 05/16/03, AR 491FM00011, 03/19/03, AR 103FM11640, 02/12/03

,AR 910U252883, 02/03/03, PRM 6152213725, 12/13/02, AR 4580N08054, 12/09/02

,EU 4012B02533WELL, 08/14/02, AR 491FM98970, 10/11/02, AR 103FM11640,

FORD MOTOR 613AN16734, 08/15/02, STWTR FORD, 613AN16404, 08/07/02, Tousley, FO

,613AN604, 08/05/02, 07/28/02, PRM 625UT00178, 05/12/03, PRM 850BB01498,

,BANKAMERIC, 241BB2480, 07/02/02, SLUMBERLND, 286HF3586, 07/30/01,

\* FIRE/WD CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER

NW AIR CU \*613FC15148 06/03 09/02 25K 315 23K 11 08 J 13539774

SECURED 30.00)60(00)90+(00)

CROSSNTRY\*4580N08054 06/03 04/99 CONSUMER DECEASED

CREDIT CARD DLA 06/03

DLA 422709748440 DLA 06/03

CSC216

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4017500040,2  
ANDERSON  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
CREDIT BUREAU INC.  
PENNY PENNY  
FN 009-3350526-00-273

AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
WELLSFARGO\*241M01630 06/03 04/03 169K 1K 169K 11 01 J DLA 06/03 7080125431015  
30(00)60(00)90+(00)  
REAL ESTATE MORTGAGE  
CONVENTIONAL MORTGAGE  
FMCC \*44FA04640 06/03 08/02 25K 456 22K 11 10 J DLA 06/03 31681373  
30(00)60(00)90+(00)  
AUTO FMCC \*664FA04640 06/03 11/00 15K 283 8012 11 31 J DLA 06/03 25529880  
30(00)60(00)90+(00)  
AUT0 WFFINANCE \*668FP04491 05/03 07/01 1500 0 R1 21 J DLA 06/03 196-28428475  
30(00)60(00)90+(00)  
CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
JCP/MCCBG \*404FF03555 06/03 08/98 1900 0 R1 58 I DLA 03/03 -1916502337  
30(00)60(00)90+(00)  
ACCOUNT CLOSED AT CONSUMERS REQUEST  
PAID ACCOUNT/ZERO BALANCE

LSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 4012SD0040,2 CREDIT BUREAU INC.  
ANDERSON PENNY L  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350526-00-273

SEARS	*645DC09286	06/03	06/98	750	0	R1	59	I	DLA 06/03
CHARGE	AMOUNT IN H/C COLUMN IS CREDIT LIMIT								
SALLIE MAE	845F200120	05/03	03/01	2625	51	91	11	25	I
30(00)60(00)90+(00)									
SALLIE MAE	*845F200120	05/03	03/01	2000	26	28	11	25	I
30(00)60(00)90+(00)									
WELLSFARGO	612FMW0449	05/03	05/01	170K	1K	0	11	22	J
30(00)60(00)90+(00)									
REAL ESTATE MORTGAGE									
FHA MORTGAGE									
FMCC	*x644FA046460	11/02	06/99	21K	351	0	11	41	J
30(00)60(00)90+(00)									
AUTO									
S&C BANK	*668BB54029	10/02	12/01	22K	251	0	11	09	J
30(00)60(00)90+(00)									
HOME IMPROVEMENT LOAN									
CROSSCOUNTRY	*4580N08054	08/02	05/98	4300	0	RI	51	I	DLA 12/01
30(00)60(00)90+(00)									

PAGE 3

CSC218

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012500040 ,2  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350526-00-273

ACCOUNT CLOSED AT CONSUMERS REQUEST					
PAID ACCOUNT/ZERO BALANCE					
CAP 1 BANK *8508801498 02/02 01/99 1253	0	R1	37	I	412174152831 DLA 02/02
ACCOUNT CLOSED AT CONSUMERS REQUEST					
PAID ACCOUNT/ZERO BALANCE					
USAG LOAN *65FZ28868 04/01 08/93 2000 79M	0	T1	24	I	158900601437024 DLA 02/01
STUDENT LOAN					
ACCOUNT TRANSFERRED OR SOLD					
USAG LOAN *65FZ28868 04/01 07/93 2625 68M	0	T1	14	I	158900601387935 DLA 02/01
STUDENT LOAN					
ACCOUNT TRANSFERRED OR SOLD					
RAMG *168BB00821 06/01 10/00 166K 1K	0	I	J		3300612148152
CLOSED ACCOUNT					
FHA MORTGAGE					
KBUS-AFF *155FA00737 02/00 08/95 21K 357	0	T1	52	C	
30(00)60(00)90+(00)					
PAGE 4					DLA 02/00 516497

CSC219

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZSD0040,2 ANDERSON CREDIT BUREAU INC.  
 1614 HALLWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350526-00-273

PENNY L

PAID ACCOUNT/ZERO BALANCE

AUTO CROSS

CREDIT CARD

AMOUNT IN H/C COLUMN IS CREDIT LIMIT

BANK ONE \*152800795 03/94 07/93 2625

BANK ONE \*152800795 10/93 08/93 2000

\*PUBLIC RECORDS AND OTHER INFORMATION

10/01\*COLL 07/99 668YC4921 FOR WORLD.COM, \$248, 10/01 PAID

BAL-10/01 \$, DLA: 06/99, I,741619

R0 J 541490709116  
DLA 04/9910000158900601  
DLA 03/9410000158900603  
DLA 10/93

REF TO CSC CREDIT SERVICES,  
 PO BOX 981221,  
 EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM

CSC220

FROZEN 6/23/2003 MONTH 07 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON, PENNY, L  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

FN 009-3350526-00-273  
FILE SINCE 11/07/90

ANDERSON, PENNY, L  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017

PENNY, L  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
TELEPHONE NUMBER (715) 246-2213 SPEC 06/03  
1380 HERITAGE DR APT 17, NEWR, WI, 54017, TAPE RPTD 11/99.  
13. BACHELDER, RAY UNIT 1, MANC, WI, 63103, TAPE RPTD 05/99.  
FORMER NAME - ROSSO, PENNY, L.  
FORMER NAME - URMSTON, PENNY, L.  
BORN 12/11/1970 SSS-001-58-9006

\*LAKEVIEW HOSPITAL  
\*INQS- 20 INQUIRIES SINCE 00/04/06/24/03, AR 491FM00011, FLEET CC, 4580N8849

, 06/09/03, 05/22/03 PRM 625UT00178, 05/16/03, AR 491FM00011, 05/12/03  
PRM 850BB01498, 03/19/03, AR 103FMH1640, 02/12/03, AR 910U252883, 02/03/03  
12/03/02, PRM 6152Z13725, 12/13/02, AR 4580N008054, 12/09/02, EU 4012B02533/WELL, 08,  
AR 491FM98970, 10/11/02, AR 103FM11640, FORD MOTOR, 613AN16734, 08/15/02,  
SWR FORD 613AN16404, 08/07/02, TOUSLEY, FO, 613AN604, 08/05/02, 07/26/02,  
PRM 625UT00178, BANK AMERIC, 241BB2480, 07/02/02, SLUMBERLND, 286HF3586, 07/30/01,  
\* FIRM/ID CODE: RPTD, OPND, H/C, TRM, BAL, P/D, CS, MR, ECOA, ACCOUNT NUMBER  
NW AIR CU #613FC15148 07/03 09/02 25K 315 23K 11 09 J 13539774

SECURED  
WFFINANCE #668FP0491 06/03 07/01 1500 0 RI 22 J 196-28428475  
30(00)60(00)90+(00) CHARGE DLA 07/03  
30(00)60(00)90+(00) CHARGE DLA 03/03

CSC221

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350526-00-273

AMOUNT IN H/C COLUMN IS CREDIT LIMIT CROSSCNRTRY*4580N08054 07/03 04/99 CONSUMER DECEASED						
CREDIT CARD	AMOUNT IN H/C COLUMN IS CREDIT LIMIT					
FMCC	*664FA04640 07/03 08/02 25K 456 21K	11	11	J	DLA 07/03	422709748440
AUTO	30(00)60(00)90+(00)	11	32	J	DLA 07/03	31681373
FMCC	*644FA04640 07/03 11/00 15K 283 7759	11	32	J	DLA 07/03	25529880
AUTO	30(00)60(00)90+(00)	11	02	J	DLA 07/03	7080125431015
WELLSFARGO*241FM01630	07/03 04/03 169K 1K 168K					
REAL ESTATE MORTGAGE						
JCP/MCBB	*404FF03555 07/03 08/98 1900	0	R1	59	I	-1916502337
30(00)60(00)90+(00)						
ACCOUNT CLOSED AT CONSUMERS REQUEST						
PAID ACCOUNT/ZERO BALANCE						
SEARS	*645DC09286 07/03 06/98 750 10 365	R1	60	I	DLA 07/03	35781349
30(00)60(00)90+(00)						

CSC222

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS0040,2 ANDERSON CREDIT BUREAU INC.  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FAX 009-3350526-00-273  
 PENNY L

CHARGE AMOUNT	IN H/C COLUMN IS CREDIT LIMIT								
SALLIE MAE*845Z200120 30(00)60(00)90+(00)	06/03 03/01 2625 51	40	11 26 I	1589006102F					
SALLIE MAE*845Z200120 30(00)60(00)90+(00)	06/03 03/01 2000 26	2	11 26 I	1589006101F					
WELLSFARGO*612FM00449 30(00)60(00)90+(00)	05/03 05/01 170K 1K	0	11 22 J	DLA 06/03					
REAL ESTATE MORTGAGE				4728571702					
FHA MORTGAGE				DLA 04/03					
FMCC *644FA04640 30(00)60(00)90+(00)	11/02 06/99 21K 351	0	11 41 J	DLA 08/02	JHA2183DND				
AUTO S&C BANK *668BB54029 30(00)60(00)90+(00)	10/02 12/01 22K 251	0	11 09 J	406995201287126	DLA 09/02				
HOME IMPROVEMENT LOAN CROSSCTRY*4580M08054 30(00)60(00)90+(00)	08/02 05/98 4300	0	RL 51 I	422709724010	DLA 12/01				
ACCOUNT CLOSED AT CONSUMERS REQUEST									

CSC223

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 009-3350526-00-273

PAID ACCOUNT/ZERO BALANCE						
CAP 1 BANK *850BB1498 02/02 01/99 1253	0	R1 37 I	412174152831			
ACCOUNT CLOSED AT CONSUMERS REQUEST						
PAID ACCOUNT/ZERO BALANCE						
USAG LOAN *655F22868 04/01 08/93 2000 79M	0	11 24 I	158900601437024			
STUDENT LOAN						
ACCOUNT TRANSFERRED OR SOLD						
USAG LOAN *655F22868 04/01 07/93 2625 68M	0	11 14 I	158900601387935			
STUDENT LOAN						
ACCOUNT TRANSFERRED OR SOLD						
AMG *1689BB00821 06/01 10/00 166K 1K	0	I J	3300612148152			
CLOSED ACCOUNT						
FHA MORTGAGE						
KBUS-A5FAD0737 02/00 08/95 21K 357	0	11 52 C	DLA 02/00 516497			
30(00)60(00)90+(00)						

CSC224

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012500040,2  
 ANDERSON CREDIT BUREAU INC.  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350526-00-273

PAID ACCOUNT/ZERO BALANCE					
AUTO	CROSS CTRY*	04/99	04/99	500	
30(00)60(00)90+(00)	04/99	04/99	500	R0	J
CREDIT CARD				DLA	541490709116
AMOUNT IN H/C COLUMN IS CREDIT LIMIT				DLA	04/99
BANK ONE *1528000795 03/94 07/93 2625				10000158900601	
30(00)60(00)90+(00)		0	11 07 I	DLA	03/94
BANK ONE *1528000795 10/93 08/93 2000		0	I 0 1	10000158900603	
30(00)60(00)90+(00)		0	I 0 1	DLA	10/93
*PUBLIC RECORDS AND OTHER INFORMATION					
10/01*COLL 07/99 668YC4921 FOR WORLDCOM \$248,10/01 PAID					
BAL-10/01 \$,					
DLA: 06/99, 1,741619					

REF TO CSC CREDIT SERVICES,  
 PO BOX 981221,  
 EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM

CSC225

FROZEN 6/23 2003 MONTH 08 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

FN 089-3350494-00-275  
FILE SINCE 11/07/90

ANDERSON PENNY,<sup>1</sup>  
1614,HALLEWOOD,BLVD,NEWR,WI,54017

ANDERSON, PENNY,<sup>1</sup>.  
1614,HALLEWOOD BLVD, NEWR, WI, 54017. TAPE RPTD 12/00  
TELEPHONE NUMBER (715) 246-2213 SPEC 07/03.  
1380, HERITAGE DR APT 17, NEWR, WI, 54017, TAPE RPTD 11/99.  
13, BATCHELDER AVE UNIT 1, MANC, NH, 03103, TAPE RPTD 05/99.  
FORMER NAME-RUSSO, PENNY,<sup>1</sup>.  
BORN 12/11/1970, SSS-001-58-9006

\*INQS- 18 INQUIRIES SINCE 00/64 06/24/03, AR 491FM0011, FLEET CC-4580N08849  
,06/09/03 05/22/03, PRM 625U08878, 05/16/03, AR 491FM0011, 05/12/03  
PRM 850BB01498, 03/19/03, AR 103FM11640, 02/12/03, AR 910U252883, 02/03/03  
12/03/02 ,EU 401ZB02533/WELL 08 CONSEC0F1N, 613FP20487, 10/28/02, 10/14/02,  
AR 491FM98970, 10/11/02, AR 103FM11640, FORD MOTOR, 613AN16734, 08/15/02,  
STWTR FORD, 613AN16404, 08/07/02, TOUSLEY FO, 613AN604, 08/05/02, BANKAMERIC  
\*,241BB2480 07/02/02.

\* FIRM/ID CODE RPTD OPND H/C TRM BAL P/B CS MR ECOA ACCOUNT NUMBER  
NW AIR CU \*613FC15148 08/03 09/02 25K 315 23K 11 10 J 13539774  
SECURED DLA 08/03  
WFFINANCE \*668FP04491 07/03 07/01 1500 0 R1 23 J DLA 196-28428475  
30(00)60(00)90+(00) CHARGE DLA 03/03

CSC226

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350494-00-275

AMOUNT IN H/C COLUMN IS CREDIT LIMIT CROSSCTRY*4580N08054 08/03 04/99 CONSUMER DECEASED										
CREDIT CARD	AMOUNT IN H/C COLUMN IS CREDIT LIMIT	FMCC	30(00)60(00)90+(00)	AUTO	FMCC	30(00)60(00)90+(00)	AUTO	WELLSFARGO*241FM1630 08/03 04/03	REAL ESTATE MORTGAGE	
	*644FA04640 08/03 08/02	25K	456	21K	11 12 J	DLA 08/03	11 12 J	169K 1K	SALLIE MAE*84F200120 07/03 03/01	
								168K	2625 51	
									0	0
									11 27 I	11 27 I
										DLA 06/03
										1589006101F
										DLA 06/03
										-1916502337
										DLA 12/01

CSC227

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012500040,2  
 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 009-3350494-00-275

ACCOUNT CLOSED AT CONSUMERS REQUEST							
PAID ACCOUNT/ZERO BALANCE							
SEARS *645DC09286 08/03 06/98 750 16	711	R1 61 I	DLA 08/03	35781349			
CHARGE 30(00)60(00)90+(00)							
AMOUNT IN H/C COLUMN IS CREDIT LIMIT							
WELLSFARGO 612FM0449 05/03 05/01 170K 1K	0	11 22 J	DLA 04/03	4728571702			
30(00)60(00)90+(00)							
REAL ESTATE MORTGAGE							
FHA MORTGAGE							
FMCC *644FA04640 11/02 06/99 21K 351	0	11 41 J	DLA 08/02	JHA2183DNO			
30(00)60(00)90+(00)							
AUTO S&C BANK *668B954029 10/02 12/01 22K 251	0	11 09 J	DLA 09/02	406995201287126			
30(00)60(00)90+(00)							
HOME IMPROVEMENT LOAN CRUSSCOUNTRY 4580BN8054 08/02 05/98 4300	0	R1 51 I	DLA 12/01	422789724010			
30(00)60(00)90+(00)							
ACCOUNT CLOSED AT CONSUMERS REQUEST							

CSC228

CSC CREDIT SERVICES PG BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2  
ANDERSON CREDIT BUREAU INC.  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
PENNY L FN 009-3350494-00-275

PAID ACCOUNT/ZERO BALANCE				
CAP 1 BANK *650BB01498 02/02	01/99	1253	0	R1 37 I
30(00)60(00)90+(00)				DLA 02/02
ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
USAG LOAN *655F228868 04/01	08/93	2000	79M	0
STUDENT LOAN 30(00)60(00)90+(00)				R1 26 I
ACCOUNT TRANSFERRED OR SOLD				158900601437024
USAG LOAN *655F228868 04/01	07/93	2625	68M	0
STUDENT LOAN 30(00)60(00)90+(00)				DLA 02/01
ACCOUNT TRANSFERRED OR SOLD				
AAMG *168BB00821 06/01	10/00	166K	1K	0
30(00)60(00)90+(00)				I J
CLOSED ACCOUNT				3300612148152
FHA MORTGAGE				
KBUS-A SF *155FA00737 02/00	08/95	21K	357	0
30(00)60(00)90+(00)				11 52 C
				DLA 02/00 516497

CSC229

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS0040\_2 ANDERSON PENNY L  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 809-33350494-00-275

PAID ACCOUNT/ZERO BALANCE  
 AUTO

CROSS CTRY*458BB02969 04/99 04/99 500	R#	J	DLA 04/99
30(00)60(00)90+(00)			541490709116
CREDIT CARD			
AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
BANK ONE *152BB00795 03/94 07/93 2625	0	11 07 1	10000158900601
30(00)60(00)90+(00)	0	10 1	DLA 03/94
BANK ONE *152BB00795 10/93 08/93 2000	0	10 1	10000158900603
30(00)60(00)90+(00)			DLA 10/93
*PUBLIC RECORDS AND OTHER INFORMATION			
10/01*COLL 07/99 668YC4921 FOR WORLD.COM \$248, 10/01 PAID			
BAL: 10/01 \$, DLA: 06/99, 1,741619			

REF TO CSC CREDIT SERVICES,  
 ,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
 PO BOX 981221,

CSC001

FROZEN 618 2001 MONTH 09 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON  
1614 WILDWOOD AVE NEW RICHMOND WI 54017

FN 004-3350430-00-649  
FILE SINCE 07/31/88

ANDERSON, RUSSELL D SR  
1614, WILDWOOD, AVE, NEWR, WI, 54017

ANDERSON, RUSSELL D SR  
1614 WILDWOOD, AVE, NEWR, WI, 54017, TAPE RPTD 12/00  
TELEPHONE NUMBER (603) 668-0384 SPEC 02/01.  
13, BATCHEDER, AVE, MANC, NH, 03103, CRT RPTD 06/00.  
BORN 09/05/1960 SSS-394-78-4720

\*KINOS- 27 INQUIRIES SINCE 00/64-07/9/01

PRM 840BB01498 04/09/01, PRM 850BB01498, 07/05/01  
03/20/01, EU 1462B13616/2401, 00 03/14/01, EU 6162B04898/144, 00, CENTENNIAL,  
, 234FM31033, 02/02/01, 02/01/01, EU 1462B13616/2401, HHLD BANK 163BB22075  
, 12/16/00, CAPONDBANK, 484BB2629, 12/01/00, 11/16/00, PRM 850BB01498,  
TOUSLEY FO, 613ANG64, 11/06/00, STANDARD, 491FM623, 03/29/00, 09/28/00,

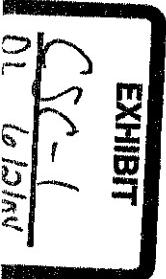
EU 6162B04898/144, 09/28/00, AR 901BB43850, 09/27/00, EU 1812B03096/NORT,  
09/21/00, PRM 613DM15348, 09/13/00, EU 1462B13616/2401, 08/11/00  
EU 1462B13616/2401, NO AM MTG, 491FM3106/06/00, 06/06/00  
EU 1812B01975/NORT, 06/02/00, EU 1812B0164/NORT, 05/02/00

NO AM MTG, 491FM3106, 04/28/00, EU 1552B00086/NORT,  
04/28/00, EU 1462B13616/2401.

\* FIRM/ID CODE RPTD 0PND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER  
WFFINANCE \*668FP04491 08/01 07/01 15 938 RI J 196-23428475  
30(00)60(00)90+(00) CHARGE

PAGE 1

EXHIBIT



CSC002

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79993-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017  
 FN 004-3350430-00-649

NELNET LNS*146FZ00277 03/01 08/96 18K 230 20K	11 59 I	DLA 39478472005
STUDENT LOAN *205FA04045 08/01 06/99 21K 351 11K	11 26 J	DLA 07/01 JHA2183DN0
FMC 30(00)60(00)90+(00)		
AUTO FORD CRDT *205FA03831 08/01 11/00 16K 283 14K	11 09 J	DLA 07/01 EBA36121R7
AUTO 30(00)60(00)90+(00)		
CROSS CTRY 458BB02969 06/00 04/99 SUPPRESS ERRONEOUS TRADE		
SYSTEM AFFILIATE INTERNAL POLICY		
CONSUMER DISPUTES-REINVESTIGATION IN PROCESS		
WELLSFARGO*612FM00449 08/01 05/01 170K 1K 167K	11 01 J	DLA 04/00 541490709890
30(00)60(00)90+(00)		
REAL ESTATE MORTGAGE		
FHA MORTGAGE		
AAMG *168BB00821 06/01 10/00 166K 1K	0	DLA 08/01 4728571702
30(00)60(00)90+(00)		
PAGE 2	11 05 J	3300612148152
		DLA 05/01

CSC003

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350430-00-649

REAL ESTATE MORTGAGE				
FHA MORTGAGE				
WFFINACPT*613FP20316 04/00 12/94 21K 365	0	11 08 I	9565-14815119	
PAID ACCOUNT/ZERO BALANCE				
KBUSASF *155FA00737 02/00 08/95 21K 357	0	11 52 M	DLA 02/00 516497	
PAID ACCOUNT/ZERO BALANCE				
AUTO				
CROSS CTRY*45BBB#2969 04/99 04/99 500	R0	J	541490709116	
CREDIT CARD				
AMOUNT IN H/C COLUMN IS CREDIT LIMIT				
SUNSTAR *152FP11898 02/97 12/94 21K 365	0	11 25 I	4357-47148733	
30(00)60(00)90+(00)				
ACCOUNT TRANSFERRED OR SOLD				
HELNET LNS*146F00277 12/96 07/92 2625 74M	0	11 44 T	39478472001	
30(00)60(02)90+(06)				
STUDENT LOAN				

CSC004

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZSB0060,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350430-00-649

REFINANCED  
NELNET LNS\*146FZ00277 03/96 03/93 2625 69M 0 15 28 I DLA 39478472004  
3000160(01)90+(08) 12/95-15,11/95-15,10/95-15  
STUDENT LOAN 05/92 PUBLIC RECORDS AND OTHER INFORMATION  
BANKRUPTCY 677VF1012 IND,INDIVID,VOL CH-7,LIAB 32085,ASSET 1246  
,CASE NO- 92118377 02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL,\$109,02/00 PAID  
BAL-02/00 \$0, DLA: 05/97,1896966  
08/95 JUDGE 152SS58,\$809,DEF- RUSSELL ANDERSON,CASE NO- CV9504022FD  
,THE SADDLE CLUB APTS

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM

CSC032

FROZEN 623 2002 MONTH 04 NAME/SSN RECORDS  
\*\*\*\*\*ANDERSON, RUSSELL, D, SR  
1614, WILDWOOD AVE NEW RICHMOND WI 54017

RUSSELL, D, SR

1614, WILDWOOD AVE, NEWR, WI, 54017

ANDERSON, RUSSELL, D, SR  
1614, WILDWOOD AVE, NEWR, WI, 54017

ANDERSON, RUSSELL, D, SR

1614, WILDWOOD, AVE, NEWR, WI, 54017

BORN 09/05/1960 SSS-394-78-4720

, DELTA AIR LINES

, INQS - 38 INQUIRIES SINCE 00/64.03/14/02

, PRM 850BB01498, 02/22/02

, AR 850BB24906, 01/28/02 , AR 850BB24906, 01/09/02

, AR 491FM98970, 11/27/01 , AR 491FM98970, 11/16/01 , PRM 850BB01498, 11/09/01

, PRM 850BB01498, 11/08/01 , PRM 850BB01498, 11/02/01 , PRM 491FM98970, 10/10/01

, PRM 850BB01498, 10/08/01 , PRM 850BB01498, 10/08/01 , PRM 682FP04877, 10/03/01

, 07/19/01 , PRM 850BB01498, 09/07/01 , PRM 850BB01498, 09/07/01 , PRM 496FM03218,

, 03/20/01 , PRM 850BB01498, 07/05/01 , PRM 850BB01498, 07/05/01 , PRM 491FM6356

, CENTENNIAL, 234FM31033, 02/02/01 , EU 1462B13616/2401, 00 , 03/14/01 , EU 6162B04898/144, 00,

, 163BB22075, 12/16/00 , CAIONEBANK, 484BB2629, 12/01/00 , HHLD BANK

, 11/06/00 , STANDARD, 491FM623, 09/29/00 , 09/28/00 , EU 6162B04898/144, 09/27/00

, EU 181ZB03096/NORT, 09/13/00 , EU 1462B13616/2401, 08/01/00

, EU 1462B13616/2401, NO AM MTG, 491FM3106, 06/06/00 , 06/06/00

, EU 181ZB01975/NORT, 06/02/00 , EU 181ZB01975/NORT, 05/02/00

, NO AM MTG, 491FM3106, 04/28/00 , 04/28/00 , EU 1552B00086/NORT,

\*, FIRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER

NELNET LNS\*146F200277 01/02 08/96 18K 230 II 64 I -39478472001

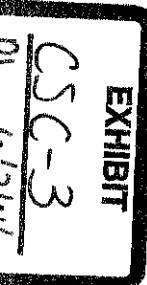
30(00)60(00)90+(00)

DLA 12/01

FN 004-3350526-00-649 FILE SINCE 07/31/88

ANDERSON, RUSSELL, D, SR  
1614, WILDWOOD, AVE, NEWR, WI, 54017

EXHIBIT



CSC033

11

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/7392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FIN 004-3350526-00-649

STUDENT ID#	NAME	CHARGE	AMOUNT IN H/C COLUMN	IS CREDIT LIMIT	SYSTEM AFFILIATE INTERNAL POLICY	CONSUMER DISPUTES-REINVESTIGATION IN PROCESS	S&C BANK	*668FP04491 03/02 07/01 1500	0	R1 07 J	DLA 196-28428475
WFFINANCE		30(00)60(00)90+(00)	06/00 04/99	SUPPRESS ERRONEOUS TRADE							DLA 04/00
CRUSS CTRY		458BB02969	06/00								541490709890
HOME IMPROVEMENT		30(00)60(00)90+(00)	03/02 12/01	22K 251 22K							406995202887126
LOAN				11 02 J							DLA 03/02
FMC		*905FA04045	03/02	06/99 21K 351 9477							JHA2183DN0
AUTO		30(00)60(00)90+(00)									DLA 03/02
FORD CRDT		*905FA03831	03/02 11/00	16K 283 12K							EBA36121R7
AUTO		30(00)60(00)90+(00)									DLA 03/02
WELLSFARGO		*612FM00449	03/02	05/01 170K 1K 166K							4728571702
		30(00)60(00)90+(00)									

PAGE 2

LSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS0040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350526-00-6491

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CS034

CSC035

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350526-00-649

CREDIT CARD  
 AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
 SUNSTAR \*152FP1898 02/97 12/94 21K 365 0 11 25 1 4357-47148733  
 30000)60(00)90+(00)  
 ACCOUNT TRANSFERRED OR SOLD  
 NELNET LNS\*146FZ00277 12/96 07/92 2625 74M 0 11 44 1 DLA 39478472001  
 30000)60(01)90+(03) 03/96-15,02/96-15,01/96-14  
 STUDENT LOAN DLA 10/96  
 REFINANCED  
 NELNET LNS\*146FZ00277 03/96 03/93 2625 69M 0 15 28 1 DLA 39478472004  
 30000)60(00)90+(04) 12/95-15,11/95-15,10/95-15  
 STUDENT LOAN  
 \*PUBLIC RECORDS AND OTHER INFORMATION  
 02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL \$109,02/00 PAID  
 BAL-02/00 \$0 DLA: 05/97, 1,886986  
 08/95 JUDGE 152VS558, \$809 DEF- RUSSELL ANDERSON, CASE NO- CW9504622FD  
 , THE SADDLE CLUB APTS

REF TO CSC CREDIT SERVICES,  
 PO BOX 981221,  
 EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM

CSC036

FROZEN 623 2002 MONTH 05 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON, RUSSELL, D, SR.

ANDERSON RUSSELL D SR  
1614 WILDWOOD AVE NEWR, WI, 54017FN 004-3350490-00-649  
FILE SINCE 07/31/88ANDERSON, RUSSELL, D, SR  
1614, WILDWOOD, AVE, NEWR, WI, 54017ANDERSON, RUSSELL, D, SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017  
BORN 09/05/1960 SSS-394-78-420  
DELLA AIR LINES,  
\*INQS- 36 INQUIRIES SINCE 00/64 04/19/02 ,PRM 850BB01498, 04/18/02  
AR 103FM1640, 03/14/02 ,PRM 850BB01498, 02/27/02 ,AR 850BB24906, 01/28/02  
, AR 850BB24906, 01/19/02 ,AR 850BB24906, 01/09/02 ,AR 850BB24906, 11/08/01  
, PRM 850BB01498, 11/02/01 ,PRM 491FM98970 10/10/01 ,PRM 850BB01498  
10/08/01 ,AR 850BB24906, 10/08/01 ,PRM 62FP04877, 10/03/01 ,PRM 613DM15348  
09/26/01 ,PRM 850BB01498, 09/07/01 ,PRM 496FM0218, 07/19/01 ,PRM 850BB01498,  
07/05/01 ,PRM 850BB01498, WELLSFARGO, 491FM6356, 03/20/01, 03/20/01  
EU 1462B13616/2401, 00, 03/14/01 ,EU 6162B04898, 144, 00, CENTENNIAL, 234FM31033  
02/02/01 ,EU 1462B13616/2401 HLD BANK, 163B22075, 12/16/00,  
CAPONE BANK, 484B32629, 12/01/00, TOUSEY FO, 613AN604, 11/06/00, STANDARD  
, 491FM623, 09/29/00 09/28/00 ,EU 6162B04898/144, 09/27/00 ,EU 1812B03096/NORT,  
09/13/00 ,EU 1462B13616/2401, 08/01/00 ,EU 1462B13616/2401, NO AM MTG  
, 491FM3106, 06/06/00 ,EU 1812B01975/NORT, 06/02/00  
EU 1812B01694/NORT.\* FIRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER  
CROSSCNYRY4580N08054 05/02 04/99 CONSUMER DECEASED DLA 05/02

EXHIBIT

CSC-5  
DL 6/2/04

CSC037

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350490-00-649

CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT	21K	351	9126	11 34 J	JHA2183DNG
FMC *905FA04045 04/02 06/99					DLA 04/02
AUTO FORD CRDT *905FA03831 04/02 11/00	16K	283	12K	11 17 J	EBA36121R7
AUTO 30(00)60(00)90+(00)					DLA 04/02
S&C BANK *668BB54029 04/02 12/01	22K	251	22K	11 03 J	406995201287126
HOME IMPROVEMENT 30(00)60(00)90+(00)					DLA 04/02
WELLSFARGO*12FM00449 04/02 05/01	170K	1K	166K	11 09 J	4728571702
30(00)60(00)90+(00)					DLA 04/02
REAL ESTATE MORTGAGE					
FHA MORTGAGE					
NELNET LNS*46FZ00277 01/02 08/96	18K	230	20K	11 64 I	-39478472001
30(00)60(00)90+(00)					DLA 12/01
STUDENT LOAN					
WFFINANCE *648FP04491 03/02 07/01	1500	0	R1 07 J	196-28428475	
30(00)60(00)90+(00)					DLA 12/01

CSC038

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00402 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350490-00-649

CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT	CAP 1 BANK *850BB1498 03/02 08/01 306	0	R1 07 I	DLA 03/02 529115203619
30(00)60(00)90+(00)				
ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
AAMG *168BB0821 06/01 10/00 168K 1K	0	11 05 J	DLA 05/01 3300612148152	
30(00)60(00)90+(00)				
REAL ESTATE MORTGAGE				
FHA MORTGAGE				
WFFINACCPX613FP20316 04/00 12/94 21K 365	0	11 08 I	9565-14815119	
30(00)60(00)90+(00)				DLA 11/99
PAID ACCOUNT/ZERO BALANCE				
KBUSASF *155FA00737 02/00 08/95 21K 357	0	11 52 M	DLA 02/00 516497	
30(00)60(00)90+(00)				
PAID ACCOUNT/ZERO BALANCE				
AUTO				
CROSS CTRY*458BB02069 04/99 04/99 500	R0 J	DLA 04/99 541490709116		
30(00)60(00)90+(00)				

CSC039

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D.S.R.  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350490-00-649

CREDIT CARD  
 AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
 SUNSTAR \*401ZP11419 02/97 12/94 21K 365 0 11 25 I 4357-47148733  
 30(00)60(00)90+(00)  
 ACCOUNT TRANSFERRED OR SOLD  
 NEINET LNS\*146F200277 12/96 07/92 2625 74M 0 11 44 I 39478472001  
 30(00)60(01)90+(03) 03/96-15,02/96-15,01/96-14  
 STUDENT LOAN  
 REFINANCED  
 NEINET LNS\*146F200277 03/96 03/93 2625 69M 15 28 I 39478472004  
 30(00)60(00)90+(03) 12/95-15,11/95-15,10/95-15  
 STUDENT LOAN  
 PUBLIC RECORDS AND OTHER INFORMATION  
 02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL, \$109 , 02/00 PAID  
 BAI-02/00 \$0 , BLA: 05/97 , I,896966  
 08/95 JUDG 152VSS558,\$809,DEF- RUSSELL ANDERSON,CASE NO- CV9504022FD  
 ,THE SADDLE CLUB APTS

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
 ,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM

CSC040

FROZEN 623 2002 MONTH 06 NAME/SSN RECORDS  
 \*\*\*\*\*

1614 WILDWOOD AVE NEW RICHMOND WI 54017  
 ANDERSON, RUSSELL, D, SR.

FILE SINCE 07/31/88  
 FN 004-3350526-00-649 ANDERSON, RUSSELL, D, SR  
 1614, WILDWOOD, AVE, NEWR, WI, 54017

BORN 09/05/1960 SSS-394-78-4720  
 , DELTA AIR LINES, , ,  
 \*INQS- 35 INQUIRIES SINCE 00/04/05/06/02 , PRM 850BB01498, 04/19/02

, PRM 850BB01498, 04/18/02 , AR 103EM11640, 03/22/02 , AR 850BB01496, 03/14/02  
 , AR 850BB01498, 02/22/02 , AR 850BB01496, 01/28/02 , AR 850BB01496, 01/19/02  
 , PRM 850BB01496, 01/09/02 , AR 491FM98970, 11/27/01 , AR 491FM98970, 11/16/01  
 , PRM 850BB01498, 11/09/01 , AR 850BB01496, 11/08/01 , PRM 850BB01498, 11/02/01  
 , PRM 491FM98970, 10/10/01 , PRM 850BB01498, 10/08/01 , AR 850BB01496, 10/08/01  
 09/07/01 , PRM 682FP01877, 10/03/01 , PRM 613DM1548, 09/25/01 , PRM 850BB01498,  
 07/05/01 , PRM 850BB01498, 07/05/01 , PRM 850BB01498, 07/05/01 , PRM 850BB01498,  
 WELLSTARGO, 491FM6536, 03/20/01 , 03/20/01 , EU 1462B13516/2401/00, 03/14/01  
 EU 6152B04898/14930, CENTENNIAL, 234PM31033, 02/02/01 , 02/01/01  
 EU 1613B13615/2401, HLD BANK, 1628B2015, 12/15/00 , CAPONESBANK, 494BSB2629  
 , 12/01/00 , TOSLEY FO 612AN604, 11/06/00 , STANDARD, 491IM623, 09/29/00 , 09/28/00  
 , EU 6162B01898/144, 09/27/00 , EU 1812B0306/NORT, 09/13/00  
 EU 1623J3616/2401, 08/01/00 , EU 1462B13616/2401, 06/06/02 , PRM 404GN01216.  
 \* FORM ID CODE RPTD PND H/C TERM BAL P/D CS MR ECR ACCOUNT NUMBER  
 MFINANCE \* 682FP04491 05/02 07/01 1500 0 RI 09 J 196-2842875  
 30 (00) 80 (00) 90+ (00)  
 CHARGE DIA 12/01

CSC041

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401250040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350525-00-649

AMOUNT IN 3/C COLUMN IS CREDIT LIMIT  
CROSSCTRY# 4580N08054 06/02 04/99 CONSUMER DECEASED

422709748440  
DLA 06/02

CREDIT CARD

AMOUNT IN R/C COLUMN IS CREDIT LIMIT

SAC BANK \*560BBS54029 05/02 12/01 22K 251 22K 11 04 J

406995201297125  
DLA 05/02

HOME IMPROVEMENT LOAN

FMC \*305FA0045 05/02 05/99 21K 351 8775 11 35 J

JHA2133DM0  
DLA 05/02

30 00 50 (00) 90-100;

ACTG

FORD CROT \*905FA03831 05/02 11/00 16K 263 11K 11 18 J

EBA3612R7  
DLA 05/02

AUTO

NELNET LNS\*145F200277 01/02 03/96 17K 228 20K 11 64 I

39478472001  
DLA 01/02

STUDENT LOAN

WELLS FARGO 612FM00449 05/02 05/01 170K 1K 166K 11 10 J

4728571792  
DLA 05/02

30 00 60 (00) 90-100;

CSC042

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401250040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350526-00-649

REAL ESTATE MORTGAGE								
FHA MORTGAGE								
CAP 1 BANK *85BB01498 03/02 08/01 306	0	R1 07 I	DLA 03/02	529115203619				
30(00)60(00)90+(00)								
ACCOUNT CLOSED AT CONSUMERS REQUEST								
PAID ACCOUNT/ZERO BALANCE								
AAMG *168BB00821 06/01 10/00 156K 1K	0	R1 05 J	DLA 05/01	3300612148152				
30(00)60(00)90+(00)								
REAL ESTATE MORTGAGE								
FHA MORTGAGE								
WEFINACCP*613FP0316 04/00 12/94 21K 365	0	I1 08 I	DLA 11/99	9355-14815119				
30(00)50(00)90+(00)								
PAID ACCOUNT/ZERO BALANCE								
KHUSA-ASF *155FA00737 02/00 08/95 21K 357	0	I1 52 M	DLA 02/00	516497				
30(00)60(00)90+(00)								
PAID ACCOUNT/ZERO BALANCE								
AUTO CROSS CTRV*450BB02969 04/99 04/99 500	R0 J	DLA 04/99	541490709116					
30(00)60(00)90+(00)								

CSC043

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350526-00-649

CREDIT CARD ACCOUNT IN H/C COLUMN IS CREDIT LIMIT	SUNSTAR * 409FP11919 02/97 12/94 21K 385 0 11 25 1 4357-47148733 3G(00)60 (00)90+000 DUE 02/97
ACCOUNT TRANSFERRED OR SOLD	MELNET LNS*146F200277 12/96 07/92 2625 74M 0 11 44 1 39478472001 30(00)60 (01)90+(03) 03/95-15,02/96-T5,01/95-14 STUDENT LOAN DUE 10/96
REFINANCED	MELNET LNS*146F200277 03/95 03/93 2625 59M 0 15 28 1 39478472004 30(00)60 (01)90+(02) 12/95-15,11/95-15 STUDENT LOAN DUE 01/96
*PUBLIC RECORDS AND OTHER INFORMATION	02/90 COL 02/98 459YC284 FOR AMERY REGIONAL \$109,02/00 PAID BAL-02/00 \$0 DIA: 05/97 1,896956 08/95 JUDG 154V5538, \$809, DEF- RUSSELL ANDERSON CASE NO- CV9504022FD , THE SADDLE CLUB APTS

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
 , EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM

CSC044

FROZEN 623 2002 MONTH 07 NAME/SSN RECORDS  
 \*\*\*\*\*

ANDERSON, RUSSELL, D, SR.

1614 WILDWOOD AVE NEW RICHMOND WI 54017  
 RUSSELL, D, SR

EN 004-3350522-00-649 FILE SINCE 07/31/88

1614,WILDWOOD,AVE,NEWR,WI,54017  
 ANDERSON,RUSSELL,D,SR

ANDERSON, RUSSELL, D, SR.  
 1614, WILDWOOD, AVE, NEWR, WI, 54017, TAPE RPTD 12/00  
 TELEPHONE NUMBER (715) 246-2213 SPEC 07/02.

1380 HERITAGE DR APT 17, NEWR, WI, 54017, CRT RPTD 04/00.  
 13 BATTHELDR AVE MANC NH 03103, CRT RPTD 09/99.

BORN 02/05/1950, SSN 555-33-7547-4720

DELTA AIR LINES, ''

INNS- 36 INQUIRIES SINCE 06/64-06/13/02 , PRM 850BB01498, 06/05/02

PRM 404CB01216, 05/06/02 , PRM 850BB01498, 04/19/02 , PRM 850BB01498, 04/18/02

, AR 850BB01498, 03/22/02 , AR 850BB01498, 03/14/02 , PRM 850BB01498, 02/22/02

, AR 850BB01498, 01/28/02 , AR 850BB01498, 01/19/02 , AR 850BB01498, 01/09/02

, AR 850BB01498, 12/27/01 , AR 850BB01498, 11/16/01 , PRM 850BB01498, 11/09/01

, AR 850BB01498, 11/08/01 , PRM 850BB01498, 11/02/01 , PRM 850BB01498, 10/10/01

, PRM 850BB01498, 10/08/01 , PRM 850BB01498, 10/08/01 , PRM 850BB01498, 09/07/01 , PRM 850BB01498, 09/07/01 , PRM 496FM03218,

07/19/01 , PRM 850BB01498, WEILSFRGC 491F96356-03/20/01 , 03/20/01

, EU 1463B13615-2401-00 , 03/14/01 , EU 6162B01498/1141/00 , CENTENNIAL,234FM31033

, 02/02/01 , 02/01/01 , EU 1462B13615/2401 , HED BANK, 163BB22075, 12/16/00 ,

CAPONEBANK, 484BB02520, 12/01/00 , TOUSLEY FO, 613AN04-11/06/00 , STANDARD

, 491F9633, 09/29/00 , 09/28/00 , EU 6162B01498/1149 , 09/27/00 , EU 181ZZ03095/MORT,

09/13/00 , EU 1462B13615/2401 , 08/01/00 , EU 1462B13615/2401 ,

\* FIRM ID CODE RPTD CND P/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER

30(00)50(00)90+100; DLA 06/02  
 11 11 J 4728571702

CSC045

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4017SON040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350522-00-649

REAL ESTATE MORTGAGE						
FHA MORTGAGE						
CAP 1 BANK * 950BB01498	07/02	06/02	162	15	162	R1 01 I
30(00) 60 (00) 90+(00)						DLA 07/02
CREDIT CARD						
WE FINANCE * 668FF04491	06/02	07/01	1500	0	R1 10 J	196-28428475
30(00) 50 (00) 90+(00)						DLA 12/01
CHARGE						
AMOUNT IN H/C COLUMN IS CREDIT LIMIT						
NELNET LNS * 463F00277	06/02	09/96	17K	22B	20K	I1 69 I
30(00) 50 (00) 90+(00)						39478472001
STUDENT LOAN						DLA 06/02
CROSSCITY * 458CN08054	07/02	04/99	CONSUMER DECEASED			422709748440
CREDIT CARD						DLA 07/02
AMOUNT IN H/C COLUMN IS CREDIT LIMIT						
SAC BANK * 6688154029	06/02	12/01	22K	251	22K	I1 05 J
30(00) 50 (00) 90+(00)						406995201287126
HOME IMPROVEMENT LOAN						DLA 06/02

CSC046

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401250040,2 CREDIT BUREAU INC.  
 ANDERSON RUSTIN D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350522-00-649

FMC 30(00) 60(00) 90+00)	*9057R04245 05/02 06/99 21K 351 8775	II 35 J	JH42163JNU	DIA 05/02
AUTO				
FORD CRUT *9057A03311 05/02 11/00 16K 283 11K	II 18 J	EBA36121R7		
30(00) 60(00) 90+00)				DIA 05/02
CAP 1 BANK 550B01493 03/02 09/01 306	0	R1 07 *	52911503619	
30(00) 60(00) 90+00)				DIA 03/02
ACCOUNT CLOSED AT CONSUMERS REQUEST				
PAID ACCOUNT/ZERO BALANCE				
ARMG *168R0021 06/01 10/00 166K 1K	0	II 05 J	330061248152	
30(00) 60(00) 90+00)				DIA 05/01
REAL ESTATE MORTGAGE				
FHA MORTGAGE				
WEINACOPT 513PP20316 04/00 12/94 21K 365	0	II 08 I	9565-14015119	
30(00) 60(00) 90+00)				DIA 11/99
PATD ACCOUNT/ZERO BALANCE				
KBUS-A SF *1552400737 02/00 08/95 21K 357	0	II 52 M	516497	
30(00) 60(00) 90+00)				DIA 02/00

CSC047

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401250040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 EN 004-3350522-00-649

## PAID ACCOUNT/ZERO BALANCE

AUTO	CROSS CTRY*	45988B02969	04/99	04/99	500	RO	J	541490709116	DIA 04/99
30100150 (00) 90+(00)									
CREDIT CARD									
ACCOUNT IN R/C COLUMN IS CREDIT LIMIT									
SUNSTAR * 409FPL1413 02/97 12/94 21K 365					0	11	25	1	4357-47148733
30100160 (00) 90-(00)									
ACCOUNT TRANSFERRED OR SOLD									
NELNET LNS* 143P20277 12/95 07/92 2625 744					3	11	44	1	39478472001
30100150 (01) 90+(03)									
STUDENT LOAN									
REFINANCED									
NELNET LNS* 1469Z00277 03/96 03/93 2625 694									
30100160 (00) 90+(01)									
STUDENT LOAN									
*PUBLIC RECORDS AND OTHER INFORMATION									
02/00 CCL 02/98 455KC234 FOR AMERI REGIONAL \$109,02/00 PAID									
BAL-02/00 \$0,									
DIA: 05/97, 1,895966									

PAGE 4

CSC048

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7815  
TO 401250040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1814 WILDFOOD AVE NEW RICHMOND WI 54017 FN 004-3350522-00-649

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
, EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCREDIT.COM

CS0049

FROZEN 623 2002 MONTH 08 NAME/SSN RECORDS  
\*\*\*\*\*ANDERSON RUSSELL D,SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017FN 004-3350522-00-653  
FILE SINCE 07/31/88ANDERSON RUSSELL,D,SR  
1614,WILDWOOD,AVE,NEWR,WI,54017

ANDERSON RUSSELL D,SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017  
TELEPHONE NUMBER (715) 246-2213 SPEC 07/02  
1380 HERITAGE DR APT 17, NEWR, WI 54017, CRT RPTD 04/00.  
13, BACHIELDER AVE MANC, NH, 03103, CRT RPTD 09/99.  
BORN 09/05/1960 SSS-394-78-4720

\*INQS- 37 INQUIRIES SINCE 00/04. AMEX 1900N1836, 08/18/02, SWTR FORD  
613AN6404, 08/07/02, TOSLEY FO 613AN604, 08/05/02, 06/13/02, PRM 850BB01498,  
06/06/02, PRM 404GN01216, 05/06/02, PRM 850BB01498, 04/19/02, PRM 850BB01498,  
04/18/02, AR 850BB1640, 03/22/02, AR 850BB24906, 03/14/02, PRM 850BB01498,  
02/22/02, AR 850BB24906, 01/28/02, AR 850BB24906, 01/19/02, AR 850BB24906,  
01/09/02, AR 491FM98970, 11/27/01, AR 491FM98970, 11/16/01, PRM 850BB01498,  
11/09/01, AR 850BB24906, 11/08/01, PRM 850BB24906, 11/02/01, PRM 491FM98970,  
10/10/01, PRM 850BB01498, 10/08/01, AR 850BB24906, 10/08/01, PRM 682FP04877,  
10/03/01, PRM 613DM5348, 09/26/01, PRM 850BB01498, 09/07/01, PRM 496FM03218,  
WELLSFARGO, 491FM6356, 03/20/01, 03/20/01, EU 1462013616/2401, 06, 03/14/01  
EU 662B04898/144, 00, CENTENNIAL 234FM31033, 02/02/01, 02/01/01  
EU 142B13616/2401, HHL BANK, 163BB22075, 12/16/00, CAPONE BANK 484BB2629  
, 12/01/00, TOSLEY FO 613AN604, 11/06/00, STANDARD 491FM623, 09/29/00, 09/28/00  
EU 616ZB04898/144, 09/27/00, EU 181ZB03096/NORT, 09/13/00  
EU 142B13616/2401.

\* FIRM/ID CODE RPTD OPND H/C TRM BAL P/B CS MR ECOA ACCOUNT NUMBER  
WELLSFARGO612FM0449 08/02 05/01 170K 1K 165K 11 13 J DLA 08/02  
30(00)60(00)90+(00)

CSC050

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FM 004-3350522-00-653

REAL ESTATE MORTGAGE	FHA MORTGAGE	NELNET LNSX146FZ00277	08/02 09/96	17K 228	19K	11 71 I	DLA 39478472001
STUDENT LOAN		30(00)60(00)90+(00)				0	R1 11 J DLA 08/02
WFFINANCE	*668FP04491	07/02 07/01	1500				196-2842B475
CHARGE	30(00)60(00)90+(00)						DLA 12/01
AMOUNT IN H/C COLUMN IS CREDIT LIMIT							
FMCC	*644FA04640	07/02 06/99	21K 351	8073		11 37 J	JHA218SDN0
AUTO	30(00)60(00)90+(00)						DLA 07/02
FMCC	*644FA04640	07/02 11/00	16K 283	11K		11 20 J	EBA36121R7
AUTO	30(00)60(00)90+(00)						DLA 07/02
CAP 1 BANK	*850BB01498	08/02 06/02	485 15	522		R1 02 I	517805222521
30(00)60(00)90+(00)							DLA 08/02
CRDIT CARD							
S&C BANK	*668BB54029	07/02 12/01	22K 251	22K		11 06 J	406995201287126
	30(00)60(00)90+(00)						DLA 07/02

PAGE 2

CSC051

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4017500040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350522-00-653

HOME IMPROVEMENT LOAN CROSSCTRY*4580ND8054 08/02 04/99 CONSUMER DECEASED				DLA 422709748440
CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT CAP 1 BANK*850BB01498 03/02 08/01 306 30(00)60(00)90+(00)	0	R1 07 I	529115203619	
ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE			DLA 03/02	
AAMG *168BB0821 06/01 10/00 166K 1K 30(00)60(00)90+(00)	0	I1 05 J	3300612148152	
REAL ESTATE MORTGAGE FHA MORTGAGE WFFINACPT*613FP20316 04/00 12/94 21K 365 30(00)60(00)90+(00)	0	I1 08 I	DLA 05/01 9565-14915119	
PAID ACCOUNT/ZERO BALANCE KBUSA-RSF *155FA00737 02/00 08/95 21K 357 30(00)60(00)90+(00)	0	I1 52 M	DLA 11/99 516497	
PAID ACCOUNT/ZERO BALANCE			DLA 02/00	

CSC052

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350522-00-653

AMT0 CROSS 30(00)6000)90+(00)	CTRY*458BB02969 04/99 04/99 500	RJ	J	DLA 04/99
CREDIT CARD	IN H/C COLUMN IS CREDIT LIMIT			
SUNSTAR 30(00)6000)90+(00)	*409FP11419 02/97 12/94 21K 365	0	11 25 I	4357-47148733
ACCOUNT TRANSFERRED OR SOLD	NELNET LNS*146FZ0277 12/96 07/92 2625 74M 0	0	11 44 I	39478472001
30(00)6001)90+(03)	03/96-15, 02/96-15, 01/96-14			DLA 10/96
STUDENT LOAN	REFINANCED			
NELNET LNS*146FZ0277 30(00)6000)90+(00)	03/96 03/93 2625 69M 0	0	15 28 I	39478472004
STUDENT LOAN	*PUBLIC RECORDS AND OTHER INFORMATION			
02/00 COLL 02/98 456YC84	FOR AMERY REGIONAL \$109,02/00 PAID			
BAL-02/00 \$0,	BAL-02/00 \$0, DLA: 05/97, 1,896966			

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
 ,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM

CSC053

FROZEN 623 2002 MONTH 09 NAME/SSN RECORDS  
\*\*\*\*\*

ANDEPSON  
1614 WILDWOOD AVE NEW RICHMOND WI 54017

ANDERSON, RUSSELL, D, SR.  
1614 WILDWOOD AVE, NEWR, WI, 54017, TAPE RPTD 12/00

TELEPHONE NUMBER (715) 246-2213 SPEC 07/02.  
1380 HERITAGE DR APT 17, NEWR, WI, 54017, CRT RPTD 09/99.  
BORN 09/05/1960, SSS-394-78-4720

\*TNS- 35 INQUIRIES SINCE 00/64 AMEX, 1900N1836, 08/18/02, SWTR FORD,  
613AN16404, 08/05/02, PRM 850BB01498, 06/13/02, PRM 850BB01498,  
06/06/02, PRM 4040N01216, 05/06/02, PRM 850BB01498, 04/19/02, PRM 850BB01498,

04/18/02, AR 103FM11640, 03/22/02, AR 850BB24906, 03/14/02, PRM 850BB01498,  
02/22/02, AR 850BB2406, 01/28/02, AR 850BB24906, 01/19/02, AR 850BB24906,  
01/09/02, AR 491FM98970, 11/27/01, AR 491FM98970, 11/16/01, PRM 850BB01498,  
11/09/01, AR 850BB24906, 11/08/01, PRM 850BB01498, 11/02/01, PRM 491FM98970,  
10/10/01, PRM 850BB01498, 10/08/01, AR 850BB24906, 10/08/01, PRM 682FP04877,

05/03/01, 03/20/01, EU 1462B13616/2401, 09/26/01, PRM 850BB01498, 09/26/01, WELLSFARGO, 491FM6356,  
CENTENNIAL, 234FM31033, 02/02/01, 02/01/01, EU 1462B13616/2401, HHLD BANK,  
163BB2075, 12/16/00, CAPONEBANK, 484BB2629, 12/01/00, TOUSLEY FO, 613AN604  
, 11/06/00 STANDARD, 491FM623, 09/29/00, 09/28/00, EU 6162BB04898/144, 09/27/00  
, EU 1812B03996/NORT.

\* FIRM/ID CODE RPTD OPNB H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER

NELNET LNS\*146FZ00277 09/02 09/96 17K 228 11 72 I DLA 39478472001  
30(00)60(00)90+(00)

FN 004-3350522-00-653 FILE SINCE 07/31/88

ANDERSON RUSSELL, D, SR  
1614, WILDWOOD, AVE, NEWR, WI, 54017

CSC054

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00040 2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017  
 FN 004-3350522-00-653

STUDENT LOAN							
PAYMENT DEFERRED							
CAP 1 BANK *50BB01498 09/02 06/02 522 15 497	R1 03 I	517805222521					
30(00)60(00)90+(00)		DLA 09/02					
CREDIT CARD							
WFFINANCE *668FP04491 08/02 07/01 1500 0 R1 12 J	DLA 196-28428475						
30(00)60(00)90+(00)		DLA 12/01					
CHARGE							
AMOUNT IN H/C COLUMN IS CREDIT LIMIT							
CROSSCTRY*458DN08054 09/02 04/99 CONSUMER DECEASED	422709748440						
CREDIT CARD							
AMOUNT IN H/C COLUMN IS CREDIT LIMIT							
S&C BANK *668BB54029 08/02 12/01 22K 251 22K 11 07 J	40995201287126						
30(00)60(00)90+(00)		DLA 08/02					
HOME IMPROVEMENT LOAN							
FNCC *6444FA04640 08/02 06/99 21K 351 8073 11 38 J	JHA2183DN0						
AUTO 30(00)60(00)90+(00)		DLA 08/02					

CSC055

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79993-1221 800/392-7816

TO 4012500040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017  
 FN 004-3350522-00-653

FHCC	*644FA04640	08/02	11/00	16K	283	11K	11	21	J	DLA	EBA36121R7
AUTO	30(00)60(00)90+(00)										08/02
FMCC	*644FA04640	08/02	08/02	27K	456	27K	10		J		EBA156G71Y
AUTO	WELLSFARGO*612FM00449	08/02	05/01	170K	1K	165K	11	13	J		4728571702
REAL ESTATE	30(00)60(00)90+(00)										DLA 08/02
FHA MORTGAGE											
CAP 1 BANK	*85BB01498	03/02	08/01	306		0	R1	07	I	DLA	529115203619
ACCOUNT CLOSED	30(00)60(00)90+(00)										
PAID ACCOUNT	ZERO BALANCE										
AAMG	*68BB00821	06/01	10/00	166K	1K	0	R1	05	J	DLA 05/01	3300612148152
REAL ESTATE	30(00)60(00)90+(00)										
FHA MORTGAGE											
WFFINACCPT	*613FP20316	04/00	12/94	21K	365	0	T1	08	I		9565-14815119
	30(00)60(00)90+(00)										DLA 11/99

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350522-00-653

PAID ACCOUNT/ZERO BALANCE									
KBUSN-ASF *155FA00737 02/00	08/95	21K	357	0	11	52	M	DLA	02/00
30(00)60(00)90+(00)									516497
PAID ACCOUNT/ZERO BALANCE									
AUTO									
CROSS CTRY*4588A02969 04/99	04/99	500		R0	J			DLA	541490709116
30(00)60(00)90+(00)									
CREDIT CARD									
AMOUNT IN H/C COLUMN IS CREDIT LIMIT									
SUNSTAR *4091F11419 02/97	12/94	21K	365	0	11	25	I	DLA	4357-47148733
30(00)60(00)90+(00)									
ACCOUNT TRANSFERRED OR SOLD									
NET LNS*146F20277 12/96	07/92	2625	74M	0	11	44	I	DLA	39478472001
30(00)60(00)90+(03)	03/96-15,02/96-15,01/96-14								
STUDENT LOAN									
REFINANCED									
NELNET LNS*146F20277 03/96	03/93	2625	69M	0	15	28	I	DLA	39478472004
30(00)60(00)90+(00)									
STUDENT LOAN									

CSC057

111

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017  
FN 004-3350522-00-653

\*PUBLIC RECORDS AND OTHER INFORMATION  
02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL \$109,02/00 PAID  
BAL 02/00 \$0, DLA: 05/97, I,896966

REF TO CSC CREDIT SERVICES,  
,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
PO BOX 981221,

CSC058

FROZEN 6/23 2002 MONTH 10 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON, RUSSELL, D, SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017

FN 004-3350458-00-653

ANDERSON, RUSSELL, D, SR  
1614, WILDWOOD, AVE, NEWR, WI, 54017

RUSSELL, D SR  
1614, WILDWOOD AVE NEW RICHMOND WI 54017

FILE SINCE 07/31/88

1380, HERITAGE DR APT 17, NEWR, WI, 54017, CRT RPTD 04/00.

15, BATTICELDER, AVE, MANC, NH, 03103, CRT RPTD 09/99.

BORN 09/05/1960 SSS:394-78-4720

, DELTA AIR LINES, SINCE 06/64, 09/27/02 , AR 850BB24906, AMEX, 19900NL836

, 08/18/02 , SWTR FORD 613AN16404, 08/07/02 , TOSLEY FO, 613AN604, 08/05/02,

06/13/02 , PRM 850BB01498, 06/06/02 , PRM 404GN01216, 05/06/02 , PRM 850BB01498,

04/19/02 , PRM 850BB01498, 04/18/02 , AR 103FM11640, 03/22/02 , AR 850BB24906,

03/14/02 , PRM 850BB01498, 02/22/02 , AR 850BB24906, 01/28/02 , AR 850BB24906,

01/19/02 , AR 850BB24906, 01/09/02 , AR 491FM98970, 11/27/01 , AR 491FM98970,

11/16/01 , PRM 850BB01498, 11/09/01 , AR 850BB24906, 11/08/01 , PRM 850BB01498,

11/02/01 , PRM 850BB01498, 11/08/01 , PRM 850BB24906, 11/08/01 , PRM 850BB01498,

EU 146ZB13616/2401, 00, 03/14/01 , EU 616ZB04898/144, 00 , CENTENNIAL 234FM31033

, 02/02/01 , 02/01/01 , EU 146ZB13616/2401, 10/14/02 , AR 491FM98970, 10/11/02

AR 103FM11640, HLD BANK, 163BB22075, 12/16/00, CAPONEBANK, 484BB2629, 12/01/00,

TOUSLEY FO, 613AN604, 11/06/00

\* FIRM/ID CODE RPTD QPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER

FMCC #644FA04640 09/02 06/99 21K 351 0 11 39 J JHA2183DNO

AUTO 30(00)60(00)90+(00) DLA 08/02

FMCC \*644FA04640 09/02 11/00 16K 283 10K 11 22 J DLA 09/02

CSC059

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350458-00-653

AUTO	*644FA04640	09/02	08/02	27K	456	26K	10	J	EBA156G71Y
FMCC	30(00)60(00)90+(00)								DLA 09/02
AUTO	CAP 1 BANK*850BB01498	10/02	06/02	522	7	7	R1	04	I
	30(00)60(00)90+(00)								517805222521
CREDIT CARD	CROSSCTRY*4580W08054	10/02	04/99	CONSUMER	DECEASED				DLA 10/02
CREDIT CARD	AMOUNT IN H/C COLUMN IS CREDIT LIMIT								422709748440
NW AIR CU	*613FC15148	10/02	09/02	25K	315	25K	10	J	DLA 10/02
SECURED	30(00)60(00)90+(00)								
S&C BANK	*6688B54029	09/02	12/01	22K	251	22K	11	08	J
	30(00)60(00)90+(00)								13539774
HOME IMPROVEMENT LOAN	WELLSTAR0*612FM00449	09/02	05/01	170K	1K	165K	11	14	J
	30(00)60(00)90+(00)								406995201287126
									DLA 09/02
									4728571702
									DLA 09/02

0900S9

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 4012S0060,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350458-00-6533

CSC61

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00040.2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017  
 FN 004-3350458-00-653

PAID ACCOUNT/ZERO BALANCE							
KBUS-AASF *155FA00737 02/00	08/95	21K	357	0	11	52	M
30(00)60(00)90+(00)							
PAID ACCOUNT/ZERO BALANCE							
AUTO							
CROSS CTRV*458BB02969 04/99	04/99	500					
30(00)60(00)90+(00)							
CREDIT CARD							
AMOUNT IN H/C COLUMN IS CREDIT LIMIT							
SUNSTAR *409FP11419 02/97	12/94	21K	365	0	11	25	I
30(00)60(00)90+(00)							
ACCOUNT TRANSFERRED OR SOLD							
NELNET LNS*146FZ00277 12/96	07/92	2625	74M	0	11	44	I
30(00)60(00)90+(01)	03/96-15						
STUDENT LOAN							
REFINANCED							
*PUBLIC RECORDS AND OTHER INFORMATION							
02/00 COLL 02/98 456Y2284 FOR AMERY REGIONAL, \$109, 02/00 PAID							
BAL-02/00 \$0, DLA: 05/97, I, 896966							

CSC062

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017  
FN 004-3350458-00-653

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
, EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM

CSC063

FROZEN 623 2002 MONTH 11 NAME/SSN RECORDS  
\*\*\*\*\*ANDERSON  
1614 WILDWOOD AVE NEW RICHMOND WI 54017FN 004-3350522-00-653  
FILE SINCE 07/31/88ANDERSON, RUSSELL D, SR  
1614, WILDWOOD, AVE, NEWR, WI, 54017ANDERSON, RUSSELL D, SR.  
1614 WILDWOOD, AVE, NEWR, WI, 54017, TAPE RPTD 12/00  
TELEPHONE NUMBER (715) 246-2213 SPEC 10/02.  
1380 J HERITAGE DR APT 17, NEWR WI, 54017, CRT RPTD 08/99.  
BORN 09/05/1960 SSS-394-78-4720

, DELTA AIR LINES

\*INQS-

26 INQUIRIES SINCE 08/06/64

10/17/02, PRM 682FM28517, 10/14/02

, 1900N1836, 08/18/02, STWTR FORD, 613AN16404, 09/27/02, AR 850BB24906, AMEX

, 08/05/02, 06/13/02, PRM 850BB01498, 06/06/02, TONSLEY FO, 613AN604

, PRM 850BB01498, 04/19/02, PRM 4040N01216, 05/06/02

, AR 850BB24906, 03/14/02, PRM 850BB01498, 04/18/02, AR 103FM11640, 03/22/02

, AR 850BB24906, 01/19/02, AR 850BB24906, 01/09/02, AR 850BB24906, 01/28/02

, AR 491FM9870, WELLFARGO, 491FM6356, 03/20/01, 03/20/01, AR 491FM9870, 11/27/01

, 00, 03/14/01, EU 616ZB0898/144, 00, CENTENNIAL, 234FM31033, 02/02/01

, 02/01/01, EU 146ZB13616/2401, HHLD BANK, 163BB22075, 12/16/00, CAPONEBANK

\*, FIRM/ID CODE/

WELLSFARGO612FM00449 11/02 05/01 170K 1K 165K 11 16 J ACCOUNT NUMBER

30(00)60(00)90+(00) 4/28571702

REAL ESTATE MORTGAGE

FHA MORTGAGE

CAP 1 BANK \*850BB01498 11/02 06/02 522 7 7 R1 05 I

30(00)60(00)90+(00) DLA 11/02  
DLA 11/02  
DLA 11/02  
DLA 11/02

ESC  
CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401250040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D.S.R.  
1614 WILDWOOD AVE NEW RICHMOND WI 54017  
FN 004-33350522-00-653

CREDIT CARD \*6668FP04491 10/02 07/01 1500 991 R1 14 J 196-28428475  
WFFINANCE 30(000)60(000)90+(000) DIA 10/02

CHARGE  
AMOUNT  
IN H/C COLUMN IS CREDIT LIMIT

DLA 11/02  
13332//4  
NM AIR TU X013R015148 11/02 09/02 25K 313 24K 11 01 J  
30(00)60(00)90+(00)  
SECURED

CROSSCNTRY#4580N08054 11/02 04/99 CONSUMER DECEASED  
DLA 11/02 422709748440

CREDIT CARD  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT

HOME IMPROVEMENT LOAN DLA 09/02

FMMC \*644FA04640 10/02 06/99 21K 351 0 11 40 J DIA 08/02 JHA2183DN0

AUTO FM/C \*644FA04640 10/02 11/00 16K 283 10K 11 23 J D/A 09/02 ERA36121R7

PAGE 2

2704

GSC064

LSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS0040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350522-00-653

AUTO FNCC	*644FA04640 10/02 08/02	27K 456	26K	II 02 J	EBA156071YY
30(00)60(00)90+(00)					DLA 09/02
AUTO					
NELNET LNS*(46FZD0277 10/02 09/96	17K 228	19K	II 73 I	39478472001	
30(00)60(00)90+(00)				DLA 10/02	
STUDENT LOAN					
PAYMENT DEFERRED					
CAP 1 BANK*850BB01498 03/02 08/01	306	0	R1 07 I	5291515203619	
30(00)60(00)90+(00)				DLA 03/02	
ACCOUNT CLOSED AT CONSUMERS REQUEST					
PAID ACCOUNT/ZERO BALANCE					
AAMG *168BB00821 06/01 10/00 166K 1K	0	II 05 J	3300412148152		
30(00)60(00)90+(00)				DLA 05/01	
REAL ESTATE MORTGAGE					
FHA MORTGAGE					
WFFINACC#*6113FP20316 04/00 12/94 21K 365	0	II 08 I	9565-14815119		
30(00)60(00)90+(00)				DLA 11/99	
PAID ACCOUNT/ZERO BALANCE					

PAGE 3

CS0065

CSC066

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401Z500040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 WILDWOOD AVE NEW RICHMOND WI 54017 FN 004-3350522-00-653

KBUS-AASF *155FA00737 02/00 08/95 21K 357	0	11 52 M	DLA 02/00 516497
PAID ACCOUNT/ZERO BALANCE			
AUTO			
CROSS CTRY*458BB02969 04/99 04/99 500	R0	J	541490709116
30(00)60(00)90+(00)			DLA 04/99
CREDIT CARD			
AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
SUNSTAR *409FP11419 02/97 12/94 21K 365	0	11 25 I	4357-47148733
30(00)60(00)90+(00)			DLA 02/97
ACCOUNT TRANSFERRED OR SOLD			
NELNET LNS*46FZ0277 12/96 07/92 2625 74M	0	11 44 I	39478472001
30(00)60(00)90+(00)			DLA 10/96
STUDENT LOAN			
REFINANCED			
*PUBLIC RECORDS AND OTHER INFORMATION			
02/00 COLL 02/98 456YC84 FOR AMERY REGIONAL \$109,02/00 PAID			
BAL-02/00 \$0, DLA: 05/97, 1,896966			

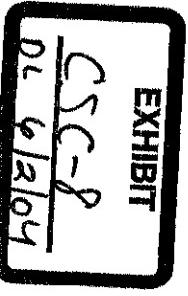
REF TO CSC CREDIT SERVICES, PO BOX 981221,  
 ,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCREDIT.COM

CSC067

## FROZEN 6/23 2002 MONTH 12 NAME/SSN RECORDS

ANDERSON RUSSELL D SR 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017		FN 004-3350430-00-658	ANDERSON RUSSELL,D SR 1614,HALLEWOOD,BLVD,NEWR,WI,54017
ANDERSON, RUSSELL, D, SR. 1614,HALLEWOOD,BLVD,NEWR,WI,54017, TAPE RPTD 12/00 TELEPHONE NUMBER (715) 246-2213 SPEC 10/02.		FILE SINCE 07/31/88	
1380, HERITAGE DR APT 17, NEWR WI 54017, CRT RPTD 04/00.			
BORN 09/05/1949 SSS-354-78-426			
*INQS- 26 INQUIRIES, SINCE 00/04, 12/09/02 EU 401ZB02533/WELL,08, 12/03/02 EU 401ZB02533/WELL,08, 11/23/02, AR 850BB24906, 10/17/02, PRM 682FM28517, 10/14/02, AR 491FM98970, 10/11/02, AR 103FM11640, 09/27/02, AR 850BB24906, ,08/05/02, 06/13/02, PRM 850BB01498, 04/19/02, PRM 850BB01498, 06/06/02, PRM 850BB01498, 04/18/02, AR 103FM11640, 05/06/02 ,AR 850BB24906, 03/14/02, PRM 850BB01498, 02/22/02, AR 850BB24906, 01/28/02 WELLSFARGO, 691FM6356, 03/20/01, 03/20/01, EU 1462B13616/2401, 03/14/01 EU 6162B048981144 00, CENTENNIAL,234FM31033,02/02/01, 02/01/01			
* FIRM/ID CODE RPTD OPND H/C TRM . BAL P/D CS MR ECOA ACCOUNT NUMBER CAP 1 BANK *850BB01498 12/02 06/02 522 15 61 RI 06 T DLA 517805222521 CREDIT CARD 30(00)60(00)90+(00) DLA 12/02 422709748440			
CROSSCTRY 45800N08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE			

EXHIBIT



89CS069

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350430-00-658

NO RESPONSE								
CONSUMER DISPUTES-REINVESTIGATION IN PROCESS								
NW AIR CU *613FC15148 12/02 09/02 25K 315 24K	11 02 J	DLA 12/02	13539774					
SECURED 30(00)60(00)90+(00)								
NELNET LNS*146FZ00277 11/02 09/96 17K 228 19K	11 74 I	DLA 11/02	39478472001					
STUDENT LOAN PAYMENT DEFERRED								
FMCC *644FA04640 11/02 06/99 21K 351 0	11 41 J	DLA 08/02	JHA2183DNO					
AUTO FMCC *644FA04640 11/02 11/00 16K 283 10K	11 24 J	DLA 11/02	EBA36121R7					
AUTO 30(00)60(00)90+(00)								
FMCC *644FA04640 11/02 08/02 27K 456 26K	11 03 J	DLA 11/02	EBA156G71Y					
AUTO WELLSFARGO*612FMM00449 11/02 05/01 170K 1K 165K	11 16 J	DLA 11/02	4728571702					
30(00)60(00)90+(00)								

69009 CSC

LSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

CSC070

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401250040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350430-00-658

PAID ACCOUNT/ZERO BALANCE KBUSA-ASF *2155FAC0737 02/00 08/95 21K 357	0	11 52 M	DLA 02/00 516497
PAID ACCOUNT/ZERO BALANCE AUTO			
CROSS CRYX458BB02969 04/99 04/99 500	R0	J	DLA 04/99 541490709116
CREDIT CARD			
AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
SUNSTAR *409FP11619 02/97 12/94 21K 365	0	11 25 I	4357-47148733
ACCOUNT TRANSFERRED OR SOLD			
NELNET LNS*1462200277 12/96 07/92 2625 74M	0	11 44 I	DLA 02/97 39478472001
STUDENT LOAN			
REFINANCED			
*PUBLIC RECORDS AND OTHER INFORMATION 02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL \$109,02/00 PAID			DLA 10/96
BAL-02/00 \$0, DLA: 05/97, 1,896966			

CSC071

TO 401ZS0040,2  
ANDERSON CREDIT BUREAU INC.  
1614 HALEWOOD BLVD NEW RICHMOND WI 54017  
RUSSELL D SR FN 004-3350430-00-658

REF TO CSC CREDIT SERVICES,  
,EL PASO,TX,79998-1221,800/392-7816  
PO BOX 981221,  
WWW.CSCCREDIT.COM

CSC072

FROZEN 6/23/2003 MONTH 01 NAME/SSN RECORDS  
\*\*\*\*\*

\*

ANDERSON RUSSELL,D,SR  
1614 HALLEWOOD BLVD NEWR,WI,54017FN 004-3350526-00-661  
FILE SINCE 07/31/88ANDERSON RUSSELL,D,SR  
1614,HALLEWOOD,BLVD,NEWR,WI,54017ANDERSON, RUSSELL, D, SR.  
1614, HALEWOOD, BLVD, NEWR, WI, 54017,  
TELEPHONE NUMBER (715) 246-2213 SPEC 10/02  
1380, HERITAGE DR APT 17, NEWR, WI, 54017, CRT RPTD 04/00.  
BORN 09/05/1960 SSN 334-78-4720

BORN

09/05/1960 SSN 334-78-4720

\*

\*INQS- 25 INQUIRIES SINCE 00/04 12/25/02, AR 850BB24906, 12/09/02  
EU 401ZB02533/WELL,08, 12/03/02, EU 401ZB02533/WELL,08, 11/23/02AR 850BB24906, 10/17/02, PRM 682FM28517, 10/14/02, AR 491FM98970, 10/11/02  
STWTR FORD,613AN1640, 09/27/02, AR 850BB24906, AMEX,1900DN1836,08/18/02,

PRM 850BB01498, 06/06/02, PRM 4040ND01216, 05/06/02, 06/13/02

,PRM 850BB01498, 04/18/02, AR 103FM11640, 03/22/02, AR 850BB24906, 03/14/02

,PRM 850BB01498, 02/22/02, AR 850BB24906, 01/28/02, AR 850BB24906,  
EU 6162B048981144,00, CENTENNIAL,234FM31033,02/02/01, 02/01/01\* FIRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER  
NELNET LNS\*14GF00277 01/03 09/96 17K 228 19K 11 76 I  
30(00)96(00)90+(00) 01/03 05/01 170K 1K 165K 11 18 J  
STUDENT LOAN PAYMENT DEFERRED  
WELLSFARGO\*612FM00449 01/03 05/01 170K 1K 165K 11 18 J  
30(00)60(00)90+(00)BLA 01/03  
BLA 01/03  
BLA 01/03  
BLA 01/03

CSC073

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL B SR  
 1614 HALLWOOD BLVD NEW RICHMOND WI 54017  
 FN 004-3350526-00-661

## REAL ESTATE MORTGAGE

## FHA MORTGAGE

## FMCC

## \*6644FA04640 01/03 08/02 25K 456 24K

## 11 05 J

## DLA 01/03

## 30(00)60(00)90+(00)

## AUTO

## FMCC

## \*6644FA04640 01/03 11/00 15K 283 9255

## 11 26 J

## DLA 01/03

## 30(00)60(00)90+(00)

## AUTO

## CAP 1 BANK\*850B301498 01/03 06/02 522 15 21

## R1 07 I

## DLA 01/03

## 30(00)60(00)90+(00)

## CAP 1 BANK\*850B301498 01/03 06/02 522 15 21

## R1 07 I

## DLA 01/03

## CREDIT CARD

## CROSSCTRY 4580N08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE

## NO RESPONSE

## CONSUMER DISPUTES-REINVESTIGATION IN PROCESS

## NW AIR CU \*613FC15148 01/03 09/02 25K 315 24K

## 11 03 J

## DLA 01/03

## 30(00)60(00)90+(00)

## SECURED

## WFFINANCE \*668FP04491 11/02 07/01 1500 991

## R1 15 J

## DLA 11/02

## 30(00)60(00)90+(00)

## SECURED

## WFFINANCE \*668FP04491 11/02 07/01 1500 991

## R1 15 J

## DLA 11/02

## PAGE 2

CSC074

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZSD0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR.  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT	FMCC 30(00)60(00)90+(00)	AUTO S&C BANK *668BB54029 10/02 12/01 22K 251	0 HOME IMPROVEMENT LOAN CAP 1 BANK*85BBB01498 03/02 08/01 306	0 ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE AAMG *168BBB0821 06/01 10/00 166K 1K	0 REAL ESTATE MORTGAGE FHA MORTGAGE WFFINACCP1*613FP20316 04/00 12/94 21K 365	0 PAID ACCOUNT/ZERO BALANCE	11 41 J 11 09 J R1 07 I 11 05 J DLA 05/01 9565-14815119	JHA2183DN0 406995201287126 DLA 09/02 529115203619 DLA 03/02 3300612148152 DLA 11/99
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CSC075

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401250040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

KBUSA-ASF *15FFA00737 02/00 08/95 21K 357	0	11 52 M	BLA 02/00 516497
PMTD ACCOUNT/ZERO BALANCE			
AUTO CROSS CTRY*488BBB2969 04/99 04/99 500	R0	J	DLA 04/99 541490709116
CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
SUNSTAR *609FPI1419 02/97 12/94 21K 365	0	11 25 I	4357-47148733
30(00)60(00)90+(00)			DLA 02/97
ACCOUNT TRANSFERRED OR SOLD			
NELNET LNS*46F200277 12/96 07/92 2625 74M	0	11 44 I	39478472001
30(00)60(00)90+(00)			BLA 10/96
STUDENT LOAN			
REFINANCED			
*PUBLIC RECORDS AND OTHER INFORMATION			
02/00 COLL 02/93 456YC284 FOR AMERY REGIONAL \$109,02/00 PAID			
BAL-02/00 \$0, DLA: 05/97, 1,896966			
REF TO CSC CREDIT SERVICES, PO BOX 981221, EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM			

CSC076

FROZEN 6/23 2003 MONTH 02 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON

1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

RUSSELL, D SR

ANDERSON, RUSSELL, D, SR  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017, TAPE RPTD 12/00

TELEPHONE NUMBER (715) 246-2213 SPEC 10/02.

1380, HERITAGE, DR APT 17, NEWR, WI, 54017, CRT RPTD 04/00.

13, BATTCHEDER, AVE, MANC NH, 03103, CRT RPTD 09/99.

BORN 09/05/1960, SSS 394-78-4729

, DELTA AIR LINES

\* INQS- 26 INQUIRIES SINCE 00/04, 02/03/03, PRM 615ZZ13725, 01/29/03

AR 850BB24906, 12/25/02, AR 850BB24906, 12/09/02, EU 401ZB02533/WELL, 08,

AR 850BB24906, 10/17/02, PRM 682NM28517, 10/14/02, AR 491FM98970, 10/11/02

AMEX 1900N1836, 08/18/02, SWTR FORD, 613AN16404, 08/07/02, TUDSLEY FO, 613AN604

, 08/05/02, 06/13/02, PRM 850BB01498, 06/06/02, PRM 4040N0216, 05/06/02

PRM 850BB01498, 04/19/02, PRM 850BB01498, 04/18/02, AR 103FM11640, 03/22/02

WELLSFARGO, 491FM6356, 03/26/01, 03/20/01, EU 146ZB13616/2401, 00, 03/14/01

\* FIRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECD A ACCOUNT NUMBER

WELLSFARGO 612NN00449 02/03 05/01 170K 1K 164K 11 19 J

REAL ESTATE MORTGAGE DLA 02/03

FHA MORTGAGE DLA 02/03

NELNET LNS\*146FZ00277 02/03 09/96 17K 228 19K 11 77 I

30(00)60(00)90+(00)

FN 004-3350526-00-661 FILE SINCE 07/31/88

ANDERSON, RUSSELL, D, SR  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL SR.  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 804-3350526-00-661

STUDENT LOAN  
 PAYMENT DEFERRED  
 NW AIR CU \*613FC5148 02/03 09/02 25K 315 24K I1 04 J DLA 02/03 13539774  
 30(00)60(00)90+(00)  
 SECURED  
 CROSSCTRY 4580M08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE DLA 422709748440  
 NO RESPONSE  
 CONSUMER DISPUTES-REINVESTIGATION IN PROCESS  
 FMCC \*644FA04640 02/03 08/02 25K 456 23K DLA 12/02  
 AUTO 30(00)60(00)90+(00)  
 FMCC \*644FA04640 02/03 11/00 15K 283 8727 I1 06 J DLA 31681373  
 30(00)60(00)90+(00)  
 AUTO 25529880  
 MFFINANCE \*668FP04491 12/02 07/01 1500 I1 27 J DLA 02/03  
 30(00)60(00)90+(00)  
 CHARGE 196-28428475  
 AMOUNT IN H/C COLUMN IS CREDIT LIMIT DLA 12/02

CSC078

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

CAP 1	RANK*250301498	01/03	06/02	522	15	21	R1	07	I	517805222521
CREDIT CARD	30(00)60(00)90+(00)									DLA 01/03
FMCC	*644FA04640	11/02	06/99	21K	351	0	I1	41	J	DLA 08/02
AUTO	30(00)60(00)90+(00)									JHA2183DNO
S&C BANK	*668B154029	10/02	12/01	22K	251	0	I1	09	J	406995201287126
HOME IMPROVEMENT LOAN	30(00)60(00)90+(00)									DLA 09/02
CAP 1	BANK*8500R01498	03/02	08/01	306	0	R1	07	I	529115203619	
ACCOUNT CLOSED AT CONSUMERS REQUEST	30(00)60(00)90+(00)									BLA 03/02
PAID ACCOUNT/ZERO BALANCE										
AMG	*168BB0821	06/01	10/00	166K	1K	0	I1	05	J	3300612148152
REAL ESTATE MORTGAGE	30(00)60(00)90+(00)									DLA 05/01
FHA MORTGAGE										
WFFINACCP1*613FP20316	04/00	12/94	21K	365	0	I1	08	I	9565-14815119	
	30(00)60(00)90+(00)									DLA 11/99

CSC079

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZSD0040,2  
 ANDERSON CREDIT BUREAU INC.  
 1614 RUSSELL DR  
 HALEWOOD BLVD NEW RICHMOND WI 54017  
 FN 004-3350526-00-661

Paid Account/Zero Balance							
KBUS-AF *155F00737 02/00	08/95	21K	357	0	11 52 M		
30(00)60(00)90+(00)							
PAID ACCOUNT/ZERO BALANCE							
AUTO CROSS							
CTRY*458BB02969 04/99 04/99	500						
30(00)60(00)90+(00)							
CREDIT CARD							
AMOUNT IN H/C COLUMN IS CREDIT LIMIT							
SUNSTAR *409FP11419 02/97 12/94	21K	365	0	11 25 I			
30(00)60(00)90+(00)							
ACCOUNT TRANSFERRED OR SOLD							
NELNET LNS*146FZ08277 12/96	07/92	2625	74M	0	11 44 I		
30(00)60(00)90+(00)							
STUDENT LOAN							
REFINANCED							
*PUBLIC RECORDS AND OTHER INFORMATION							
02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL,\$109,02/00 PAID							
BAL-02/00 \$0, DLA: 05/97, 1,896966							

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 4017500040,2  
ANDERSON CREDIT BUREAU INC.  
1614 HALLEWOOD RUSSELL D SR  
BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

REF TO CSC CREDIT SERVICES,  
,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
PO BOX 981221,

CSC081

FROZEN 623 2003 MONTH 03 NAME/SSN RECORDS  
\*\*\*\*\*  
\*\*\*\*\*

ANDERSON

1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

FN 004-3350526-00-661

ANDERSON, RUSSELL, D, SR  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017

ANDERSON, RUSSELL, D, SR

RUSSELL D SR

WI 54017

FILE SINCE 07/31/88

1614, HALLEWOOD, BLVD, NEWR, WI, 54017

BORN 09/05/1960, SSS-394-78-4720, CRT RPTD 09/99.

DELTA AIR LINES

\*TINQS- 24 INQUIRIES SINCE 00/04/02/03/03, PRM 6152213725, 01/29/03

AR 850BB24906, 12/25/02, AR 850BB24906, 12/09/02, EU 4012B02533, WELL, 08,

AR 850BB24906, 10/17/02, PRM 682FM28517, 10/14/02, AR 491FM98970, 10/11/02

AMEX, 1900NI1836, 08/18/02, SWTR FORD 613AN16404, 08/07/02, AR 850BB24906,

,08/05/02, 06/13/02, PRM 850BB01498, 06/06/02, PRM 4040N01216, 05/06/02

,AR 830BB01498, 06/19/02, PRM 850BB01498, 04/18/02, AR 103FM11640, 03/22/02

,00, 02/19/03, AR 850BB24906.

\* FRM/ID CODE RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER

WELLSFARGO\*612FM00449 03/03 05/01 170K 1K 164K 11 20 J 4728571702

30(00)60(00)90+(00) REAL ESTATE MORTGAGE

CAP 1 BANK\*850BB01498 03/03 06/02 524 15 224 R1 09 I DLA 03/03

FHA MORTGAGE DLA 03/03

PAGE 1

DLA 03/03

517805222521

CSC082

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

10 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 004-3350526-00-661

## CREDIT CARD

NW AIR CU \*615FT-15148 03/03 09/02 25K 315 24K 11 05 J DLA 03/03 13539774

SECURED 30(00)60(00)90+(00) 03/03 08/02 25K 456 23K 11 07 J DLA 12/02 422709748440

CROSSCTRY 4580N08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE

NO RESPONSE CONSUMER DISPUTES-REINVESTIGATION IN PROCESS

FMCC \*644FA04640 03/03 11/00 15K 283 8477 DLA 03/03 31681373

AUTO 30(00)60(00)90+(00) 03/03 11/00 15K 283 8477 DLA 03/03 25529880

WFFINANCE \*668FF04491 01/03 07/01 1500 391 DLA 01/03 196-28428475

30(00)60(00)90+(00) 03/03 07/01 1500 391 DLA 01/03 39478472001

CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
 NELNET LNS\*46F20277 02/03 09/96 17K 228 19K 11 77 I DLA 02/03

PAGE 2

CSC083

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

STUDENT LOAN PAYMENT DEFERRED FMCC 30(00)60(00)90+(00)	11/02 06/99 21K 351 0 11 41 J DLA JHA2183DNO
AUTO S&C BANK *668B9540449 30(00)60(00)90+(00)	10/02 12/01 22K 251 0 11 09 J 406995201287126
HOME IMPROVEMENT LOAN CAP 1 BANK*855RBB1498 30(00)60(00)90+(00)	03/02 08/01 306 0 R1 07 I DLA 09/02
ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE AAMG *168BB0821 30(00)60(00)90+(00)	06/01 10/00 166K 1K 0 R1 05 J 528115203619
REAL ESTATE MORTGAGE FHA MORTGAGE WFFINACCP*613FP20316 30(00)60(00)90+(00)	04/00 12/94 21K 365 0 DLA 05/01 3300612148152
PAID ACCOUNT/ZERO BALANCE	DLA 11/99 9565-14815119

CSC084

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 004-3350526-00-661

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 FN 004-3350526-00-661

KBUSASAASF \*155FA00737 02/00 08/95 21K 357 0 11 52 M DLA 02/00 516497  
 PAID ACCOUNT/ZERO BALANCE  
 AUTO CROSS CTRY\*458BB02969 04/99 04/99 500 R0 J DLA 541490709116  
 CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
 SUNSTAR \*409FP11419 02/97 12/94 21K 365 0 11 25 I DLA 04/99  
 30(00)60(00)90+(00) 4357-47148733  
 ACCOUNT TRANSFERRED OR SOLD NELNET LNS\*146FZ00277 12/96 07/92 2625 74M 0 11 44 I DLA 02/97  
 30(00)60(00)90+(00) STUDENT LOAN 39478472001  
 REFINANCED DLA 10/96

\*PUBLIC RECORDS AND OTHER INFORMATION

02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL \$109,02/00 PAID  
 BAL-02/00 \$0, DLA: 05/97, 1,896962

REF TO CSC CREDIT SERVICES,  
 ,EL PARD,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
 PO BOX 981221,

CSC084

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4017500040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

KBUS-AASF *155FA00737 02/00 02/95 21K 357	0	11 52 M	DLA 02/00	516497				
PAID ACCOUNT/ZERO BALANCE								
AUTO								
CROSS CTRY*458BB02969 04/99 04/99 500								
CREDIT CARD								
AMOUNT IN H/C COLUMN IS CREDIT LIMIT								
SUNSTAR *409FP11419 02/97 12/94 21K 365	0	11 25 I	DLA 02/97	4357-47148733				
ACCOUNT TRANSFERRED OR SOLD								
NELNET LNS*146FZ00277 12/96 07/92 2625 74M	0	11 44 I	DLA 10/96	39478472001				
STUDENT LOAN								
REFINANCED								
*PUBLIC RECORDS AND OTHER INFORMATION								
02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL \$109,02/00 PAID								
BAL-02/00 \$0, DLA: 05/97, I,896966								

REF TO CSC CREDIT SERVICES  
 ,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCREDIT.COM

CSC085

FROZEN 623 2003 MONTH 04 NAME/SSN RECORDS

\*\*\*\*\*

ANDERSON

HALLEWOOD

BLVD NEW RICHMOND WI 54017

FN 004-3350522-00-661

ANDERSON,RUSSELL,D,SR  
1614,HALLEWOOD,BLVD,NEWR,WI,54017

ANDERSON,RUSSELL,D,SR

1614,HALLEWOOD,BLVD,NEWR,WI,54017

TELEPHONE NUMBER (715) 246-2213 SPEC 03/03

1380,HERITAGE DR APT 17,NEWR,WI 54017,CRT RPTD 04/00.

BORN 09/05/1960 SSS-394-78-4726

DETA AIR LINES

\*INQS- 25 INQUIRIES SINCE 00/04/04/07/03

PRM 180FM15991, 03/19/03 ,PRM 180FM15991, 03/19/03

,AR 850BB24906, 02/19/03 ,AR 850BB24906, 03/19/03

,AR 850BB24906, 02/25/02 ,AR 850BB24906, 02/03/03 ,PRM 6152213725, 01/29/03

12/03/02 ,EU 4012B02533/WELL,08, 12/09/02 ,EU 4012B02533/WELL,08,

AR 850BB24906, 10/17/02 ,PRM 682FM28517, 10/14/02 ,AR 491FM9897, 10/11/02

AMEX 190001836, 08/18/02 ,AR 850BB24906, 08/20/02 ,AR 850BB24906, 08/05/02 ,06/13/02 ,PRM 850BB01498, 08/07/02 ,TOUSLEY FD,613AM604

,PRM 850BB01498, 03/25/03 ,PRM 625UT00178,

WFFINNANCE \*668FP04491 03/03 07/01 1500

BAL P/D CS MR ECOA ACCOUNT NUMBER

CHARGE 30(00)60(00)90+(00)

DLA 03/03 196-28428475

AMOUNT IN H/C COLUMN IS CREDIT LIMIT

CROSSNTRY 4580N08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE

DLA 422709748440

CSC086

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 4012S00040,2 CREDIT BUREAU INC  
 ANDERSON RUSSELL D SR  
 1614 HALEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350522-00-661

NO RESPONSE CONSUMER DISPUTES-REINVESTIGATION IN PROCESS						
FMCC	*644FA04640	04/03	08/02	25K	456	22K
AUTO	30(00)60(00)90+(00)					
FMCC	*644FA04640	04/03	11/00	15K	283	8228
AUTO	30(00)60(00)90+(00)					
NELNET	LNS*146FF200277	03/03	09/96	17K	228	19K
STUDENT LOAN	30(00)60(00)90+(00)					
PAYMENT DEFERRED	WELLSFARGO*12FM00449	03/03	05/01	170K	1K	164K
REAL ESTATE MORTGAGE	30(00)60(00)90+(00)					
FHA MORTGAGE	CAP 1 BANK*850BB01498	03/03	06/02	524	15	224
CREDIT CARD	30(00)60(00)90+(00)					

CS0087

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040, 2  
 ANDERSON  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 CREDIT BUREAU INC.  
 RUSSELL D SR  
 FN 004-3350522-00-661

NW AIR CU *613FC15148 03/03 119/02 25K 315 24K	11 05 J	DLA 03/03 13539774
SECURED 30(00)60(00)90+(00)		
FMCC *664FA04640 11/02 06/99 21K 351 0	11 41 J	DLA 08/02 JHA183DNO
AUTO 30(00)60(00)90+(00)		
S&C BANK *668BB84029 10/02 12/01 22K 251 0	11 09 J	406995201287126
HOME IMPROVEMENT LOAN CAP 1 BANK *850801498 03/02 08/01 306 0	RI 07 I	DLA 09/02 529115203619
30(00)60(00)90+(00)		
ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE AMG *168BBB00821 06/01 10/00 166K 1K 0	11 05 J	3300612148152
CLOSED ACCOUNT 30(00)60(00)90+(00) FHA MORTGAGE WFFINACCP1*613FP20316 04/00 12/94 21K 365 0	9565-14815119	DLA 05/01
30(00)60(00)90+(00)		

CSC CREDIT SERVICES PO BOX 98122-1 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS0049,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 804-3350522-00-661

PAID ACCOUNT/ZERO BALANCE  
KBUSA-ASF \*155E00737 02/00 08/95 21K 357 0 11 52 M DLA 02/00 516497  
PAID ACCOUNT/ZERO BALANCE  
AUTO  
CROSS TRYX\*48BBB02969 04/99 04/99 500  
CREDIT CARD 00 60(00)90+(00) R0 J DLA 02/00 541490709116  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
SUNSTAR \*409FP11419 02/97 12/94 21K 365 0 11 25 I 4357-47148733  
30(00)60(00)90+(00) NELNET LNS\*146F200277 12/96 07/92 2625 74M DLA 02/97  
ACCOUNT TRANSFERRED OR SOLD  
30(00)60(00)90+(00) STUDENT LOAN 0 11 44 I 39478472001  
REFINANCED  
\*PUBLIC RECORDS AND OTHER INFORMATION  
02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL,\$109,02/00 PAID  
BAL-02/00 \$0, DLA: 05/97, 1,896966

CSC089  
680

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS00040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350522-00-661

REF TO CSC CREDIT SERVICES,  
,EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM PO BOX 981221,

CSC090

FROZEN 623 2003 MONTH 05 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON

HALLEWOOD BLVD

RUSSELL D SR

NEW RICHMOND WI 54017

FN 004-3350522-00-661

ANDERSON,RUSSELL,D,SR  
1614,HALLEWOOD,BLVD,NEWR,WI,54017

ANDERSON,RUSSELL,D,SR

HALLEWOOD BLVD

NEW RICHMOND WI 54017

FILE SINCE 07/31/88

ANDERSON,RUSSELL,D,SR

HALLEWOOD BLVD

NEW RICHMOND WI 54017

FILE SINCE 07/31/88

ANDERSON,RUSSELL,D,SR

HALLEWOOD BLVD

NEW RICHMOND WI 54017

FILE SINCE 07/31/88

1614,HALLEWOOD,BLVD,NEWR,WI,54017, TAPE RPTD 12/00  
 TELEPHONE NUMBER (715) 246-2213 SPEC 03/03.  
 1380, HERITAGE, DR APT 17, NEWR,WI,54017, CRT RPTD 04/00.  
 13,BATCHEDER, AVE, MANC,NH,03103 CRT RPTD 09/99.  
 BORN 09/05/1960 SSS 354-78-4726  
 \*INQS- 32 INQUIRIES SINCE 00/64-04/22/03 ,AR 850BB24906, 04/11/03  
 ,PRM 4580N11759 ,04/17/03 ,PRM 180FM15991, 03/25/03 ,PRM 625LT00178, 03/19/03  
 ,AR 850BB24906, 02/19/03 ,AR 103FM1640, 03/19/03 ,AR 850BB24906, 03/18/03  
 ,AR 850BB24906, 12/25/02 ,AR 850BB24906, 02/03/03 ,PRM 6152213725, 01/29/03  
 12/03/02 ,EU 401ZB2533/WELL,08, 11/23/02 ,AR 850BB24906, 10/21/02 ,EU 401ZB2533/WELL,08,  
 AR 850BB24906, 10/17/02 ,PRM 682FM28517, 10/14/02 ,AR 491FM98970, 10/11/02  
 AMEX,1900N1836,08/18/02, SWTR FORD,613AN16404,08/20/02, AR 850BB24906,  
 ,08/05/02, 06/13/02 PRM 850BB01498, 06/06/02, PRM 4040N01216, 05/16/03  
 ,AR 491FM0011, 05/16/03 ,AR 850BB24906, 04/17/03 ,PRM 217BB02373, 04/17/03  
 \* ,PRM 906BB01808, 03/21/03 ,PRM 217BB02373, 03/21/03 ,PRM 906BB01808  
 \*FIRM/ID CODE ,RPTD OPND H/C TRM BAL P/D CS MR ECOA ACCOUNT NUMBER  
 CHARGE 30(00)60(00)90+(00) 07/01 1500 R1 20 J DLA 03/03  
 AMOUNT IN H/C COLUMN IS CREDIT LIMIT

CSC091

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TD 4012500040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350522-00-661

NELNET LNSX146FZ00277 05/03 09/96 17K 228 19K	I1 60 I	DLA 39478472001
STUDENT LOAN PAYMENT DEFERRED		
WELLSARGO*612FM08449 05/03 05/01 170K 1K 0	I1 22 J	DLA 4728571702
30(00)60(00)90+(00)		
REAL ESTATE MORTGAGE		
FHA MORTGAGE		
WELLSARGO*241FM01630 05/03 04/03 169K 1K 169K	I1 J	7080125431015
30(00)60(00)90+(00)		
REAL ESTATE MORTGAGE		
CONVENTIONAL MORTGAGE		
CAP 1 BANK #850BB01498 05/03 06/02 524 8 8	R1 11 I	DLA 05/03
30(00)60(00)90+(00)		
CREDIT CARD		
NW AIR CU *613FC15148 05/03 09/02 25K 315 24K	I1 07 J	517805222521
30(00)60(00)90+(00)		
SECURED CROSSCTRY 4580N08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE	DLA 05/03	13539774
	DLA 422709748440	
	DLA 12/02	

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 4012500040.2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR.  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350522-00-661

NO RESPONSE

CSC093

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4001ZS00040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALLWOOD BLVD NEW RICHMOND WI 54017  
FN 004-3350522-00-661

CLOSED ACCOUNT  
FHA MORTGAGE

WFFINACPT*613FP29316 04/00 12/94 21K 365	0	I1 08 I	9565-14815119
PAID ACCOUNT/ZERO BALANCE			DLA 11/99
KBUSASF*155FA00737 02/00 08/95 21K 357	0	I1 52 M	DLA 02/00 516497
PAID ACCOUNT/ZERO BALANCE			
AUTO CROSS CTRY*458BB02969 04/99 04/99 500	R0 J		541490709116
CREDIT CARD			DLA 04/99
AMOUNT IN H/C COLUMN IS CREDIT LIMIT			
SUNSTAR *409FP11419 02/97 12/94 21K 365	0	I1 25 I	4357-47148733
ACCOUNT TRANSFERRED OR SOLD			DLA 02/97
NELNET LNS*146FZ0277 12/96 07/92 2625 74M	0	I1 44 I	39478472001
STUDENT LOAN			DLA 10/96

CSC094

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZS00040, 2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350522-00-661

REFINANCED

REFUBLIC RECORDS AND OTHER INFORMATION  
02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL \$109,02/00 PAID  
BAL-02/00 \$0, DLA: 05/97, 1896966

REF TO CSC CREDIT SERVICES,  
PO BOX 981221,  
EL PASO, TX, 79998-1221, 800/392-7816, WWW.CSCCREDIT.COM

CS095

FROZEN 623 2003 MONTH 06 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

RUSSELL D SR  
1614,HALLEWOOD,BLVD,NEWR,WI,54017

FN 004-3350526-00-661

ANDERSON,RUSSELL,D,SR  
1614,HALLEWOOD,BLVD,NEWR,WI,54017

FILE SINCE 07/31/88

ANDERSON, RUSSELL, D, SR  
1614, HALLEWOOD, BLVD, NEWR, WI, 54017

BORN 09/05/1960 SSS-394-78-4729

CRT RPTD 09/99.

DELTA AIR LINES,

\*INQS 31 INQUIRIES SINCE 00/04/05/16/03,AR 491FM00011, 05/16/03

03/23/03,PRM 906BB01808, 04/22/03,AR 850BB24906, 04/17/03,PRM 217BB02373, 04/17/03

03/19/03,PRM 625UT00178, 03/21/03,PRM 4580N11759, 04/07/03,PRM 180FM15991,

03/18/03,PRM 4580N11759, 03/19/03,PRM 217BB02373, 03/21/03,PRM 906BB01808,

01/29/03,AR 850BB24906, 02/19/03,AR 103MM11640, 03/19/03,AR 850BB24906, 02/03/03,PRM 6152213725,

AR 850BB24906, 12/25/02,AR 850BB24906, 12/09/02,EU 4012B02533/WELL

,AR 850BB24906, 10/17/02,PRM 682FM2851, 10/14/02,AR 850BB24906, 10/21/02

,PRM 401BB17022,AMEX,1900N1836,08/18/02,STWIR FORD,613AN16404,08/07/02,

TOUSLEY FO,613AN604,08/05/02.

\* FIRM/ID CODE RPTD OPND H/C TRM

NELNET LNSX146FZ00277 06/03 09/96 1/R 228 19K 11 81 I

STUDENT LOAN 30000.60(00)90+(00) 39478472001

PAYMENT DEFERRED

CSC096

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

30(00)60(00)90+(00) 06/03 09/02 25K 315 23K 11 08 J DLA 06/03 13539774  
 SECURED CAP 1 BANK&BB01498 06/03 06/02 524 15 426 R1 12 J 517805222521  
 30(00)60(00)90+(00) 06/03 04/99 SUPPRESS ERRONEOUS TRADE DLA 06/03 422709748440  
 CREDIT CARD CROSSCTRY 4580N08054 12/02 NO RESPONSE CONSUMER DISPUTES RETINVESTIGATION IN PROCESS  
 WELLSCARBOK241FM01630 06/03 04/03 169K 1K 169K 11 01 J DLA 12/02  
 30(00)60(00)90+(00) 06/03 04/03 169K 1K 169K 11 01 J 7080125431015  
 REAL ESTATE MORTGAGE CONVENTIONAL MORTGAGE FMCC \*644FA04640 06/03 08/02 25K 456 22K  
 AUTO 30(00)60(00)90+(00) 06/03 11/00 15K 283 8012 11 31 J DLA 06/03 31681373  
 FMCC \*644FA04640 06/03 11/00 15K 283 8012 11 31 J DLA 06/03 25529880

CSC097

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401Z500040,2 CREDIT BUREAU INC.

ANDERSON RUSSELL D SR  
 1614 HALEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

AUTO								
WFFINNANCE	*668FP04491	05/03	07/01	1500	0	R1 21 J	196-28428475	DLA 03/03
CHARGE	30(00)60(00)90+(00)							
AMOUNT IN H/C COLUMN IS CREDIT LIMIT								
WELLSFARGO	*612FM00449	05/03	05/01	170K 1K	0	I1 22 J	4728571702	DLA 04/03
REAL ESTATE MORTGAGE	30(00)60(00)90+(00)							
FHA MORTGAGE								
FMCC	*644FA04640	11/02	06/99	21K 351	0	I1 41 J	JHA2183DNG	DLA 08/02
AUTO	30(00)60(00)90+(00)							
S&C BANK	*668BB54029	10/02	12/01	22K 251	0	I1 09 J	406995201287126	DLA 09/02
HOME IMPROVEMENT LOAN	30(00)60(00)90+(00)							
CAP 1 BANK	*850BB01498	03/02	08/01	306	0	R1 07 I	529115203619	DLA 03/02
ACCOUNT CLOSED AT CONSUMERS REQUEST								
PAID ACCOUNT/ZERO BALANCE								

86098

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

AAMG	*168BB00821 06/01 10/00 166K 1K	0	II 05 J	3300612148152
CLOSED ACCOUNT				DLA 05/01
FHA MORTGAGE				
WFFINACCP7*613RP20316 04/00 12/94 21K 365	0	II 08 I	9565-14815119	DLA 11/99
PAID ACCOUNT/ZERO BALANCE				
KBUSA-ASF *15SF-A00737 02/00 08/95 21K 357	0	II 52 M	516497	DLA 02/00
PAID ACCOUNT/ZERO BALANCE				
AUTO CROSS				
30(00)60(00)90+(00) 04/99 04/99 500	R0 J	541490709116	DLA 04/99	
CREDIT CARD				
AMOUNT IN H/C COLUMN IS CREDIT LIMIT				
SUNSTAR *409FPI1419 02/97 12/94 21K 365	0	II 25 I	4357-47148733	DLA 02/97
30(00)60(00)90+(00)				
ACCOUNT TRANSFERRED OR SOLD				
NELNET LNS*146F200277 12/96 07/92 2625 74M	0	II 44 I	39478472001	DLA 10/96
30(00)60(00)90+(00)				

CSC099

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 4012500040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALEWOOD BLVD NEW RICHMOND WI 54017  
FM 004-3350526-00-661

STUDENT LOAN  
REFINANCED  
\*PUBLIC RECORDS AND OTHER INFORMATION  
02/00 COLL 02/98 456CZ84 FOR AMERY REGIONAL \$109,02/00 PAID  
BAL-02/00 \$0, DLA: 05/97, I,896966

REF TO CSC CREDIT SERVICES,  
PO BOX 981221,  
EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM

FROZEN 623 2003 MONTH 07 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

ANDERSON RUSSELL,D,SR  
1614 HALLEWOOD,BLVD,NEWR,WI,54017

TELEPHONE NUMBER (715) 246-2213 SPEC 06/03

13,BATCHELDER,AVE MANC,NH,03103, CRT RPTD 04/00.

BORN 09/05/1960 SSS-394-78-4720 CRT RPTD 09/99.

DELT A AIR LINES

KING,- 33 INQUIRIES SINCE 00/64 06/24/03 ,AR 491FM0011, 06/13/03  
,AR 850BB24066, 04/22/03 ,PRM 401BB17022, 05/16/03 ,AR 491FM0011, 05/16/03

,AR 906BB01808, 04/11/03 ,PRM 401BB17022, 04/17/03 ,PRM 217BB02373, 04/17/03  
03/25/03 ,PRM 625UT00178, 03/21/03 ,PRM 4580NI1759, 04/07/03 ,PRM 180FM15991,  
03/19/03 ,PRM 4580NI1759, 03/19/03 ,PRM 217BB02373, 03/21/03 ,PRM 180FM15991,

03/18/03 ,AR 850BB24906, 02/19/03 ,AR 103FM11640, 03/19/03 ,PRM 906BB01808,  
01/29/03 ,AR 850BB24906, 02/19/03 ,AR 850BB24906, 02/03/03 ,PRM 615ZZ13725,  
08/12/03 ,EU 4012B02533/WELL,08, 11/23/02 ,AR 850BB24906, 10/21/02

AR 850BB24906, 10/17/02 ,PRM 682FM28517, 10/14/02 ,AR 491FM9870, 10/11/02  
AMEX,1900N1836,08/18/02, STWTR FORD,613AN16404,08/07/02, TOUSLEY FO,613AN604  
,08/05/02.

\* FIRM/AD CODE

CAP 1 BANK#850BB01498 07/03 06/02 524 15 459 R1 13 I  
30000160(00)904(00) CREDIT CARD DLA 07/03

FN 004-3350526-00-661 FILE SINCE 07/31/88

1614,HALLEWOOD,BLVD,NEWR,WI,54017

CSC101

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017  
 SECURED RUSSELL D SR  
 WFFINANCE \*668FP04491 06/03 07/01 1500 0 R1 22 J DLA 07/03  
 CHARGE 3000060(00)90+(00)  
 AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
 CROSSCTRY 4580N08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE  
 NO RESPONSE DLA 422709748440  
 CONSUMER DISPUTES-REINVESTIGATION IN PROCESS  
 FMCC \*644FA04640 07/03 08/02 25K 456 21K 11 11 J DLA 12/02  
 AUTO 3000060(00)90+(00)  
 FMCC \*644FA04640 07/03 11/00 15K 283 7759 11 32 J DLA 07/03  
 AUTO 3000060(00)90+(00)  
 WELLSFARGO\*241FM01630 07/03 04/03 169K 1K 168K 11 02 J DLA 25529880  
 3000060(00)90+(00) DLA 07/03  
 7080125431015

NW AIR CU *613C15148 07/03 09/02 25K 315 23K	11 09 J	DLA 13539774
SECURED 3000060(00)90+(00)		DLA 07/03
WFFINANCE *668FP04491 06/03 07/01 1500 0 R1 22 J DLA 196-28428475		DLA 03/03
CHARGE 3000060(00)90+(00)		
AMOUNT IN H/C COLUMN IS CREDIT LIMIT		
CROSSCTRY 4580N08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE		
NO RESPONSE DLA 422709748440		
CONSUMER DISPUTES-REINVESTIGATION IN PROCESS		
FMCC *644FA04640 07/03 08/02 25K 456 21K 11 11 J DLA 31681373		
AUTO 3000060(00)90+(00)		
FMCC *644FA04640 07/03 11/00 15K 283 7759 11 32 J DLA 25529880		
AUTO 3000060(00)90+(00)		
WELLSFARGO*241FM01630 07/03 04/03 169K 1K 168K 11 02 J DLA 07/03		
3000060(00)90+(00)		
7080125431015		

PAGE 2

CSC102

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON 1614 HALEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-661

REAL ESTATE MORTGAGE NET LNS*14657200277 06/03 09/96 17K 228 19K	I1 8I I	DLA 39478472001
STUDENT LOAN 30(00)60(00)90+(00)		
PAYMENT DEFERRED		
WELLSFARGO*612FM00449 05/03 05/01 170K 1K	0	I1 22 J DLA 04/03
REAL ESTATE MORTGAGE FHA MORTGAGE		
FMCC *644FA04640 11/02 06/99 21K 351	0	I1 4I J DLA 4728571702
AUTO 30(00)60(00)90+(00)		
S&C BANK *668B854029 10/02 12/01 22K 251	0	I1 09 J DLA 08/02
HOME IMPROVEMENT LOAN CAP 1 BANK*850BBU1498 03/02 08/01 306		4069952012B7126
30(00)60(00)90+(00)		DLA 09/02
ACCOUNT CLOSED AT CONSUMERS REQUEST PAID ACCOUNT/ZERO BALANCE	0	R1 07 I DLA 5291152003619

CSCL03

CSC CREDIT SERVICES PO BOX 981221 FT PASEO TX 78222-1221

TO 4012680040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR.  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526~00-663  
17798-1221 804/392-7816

NAME	30(00)607(00)90+(00)	3300612148152 DLA 05/01
CLOSED ACCOUNT		
FHA MORTGAGE		
WFFINACCT#613FP20316	04/00 12/94 21K 365	0 11 08 1
PAID ACCOUNT/ZERO BALANCE		9565-14815119 DLA 11/99
KBUSA-ASF *155FA0737 02/00	08/95 21K 357	0 11 52 4
PAID ACCOUNT/ZERO BALANCE		516497 DLA 02/00
AUTO CROSS CTRY*458BB02969	04/99 04/99 500	0 11 05 J
CREDIT CARD	R0 J	541490709116 DLA 04/99
AMOUNT IN H/C COLUMN IS CREDIT LIMIT		
SUNSTAR *4091P11419 02/97 12/94 21K 365	0 11 25 1	4357-47148733 DLA 02/97
ACCOUNT TRANSFERRED OR SOLD		
WELNET LNS#14GFZ00277 12/96 07/92 2625 74M	0 11 44 1	39478472001 DLA 10/96
30(00)60(00)90+(00)		

CSC104

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS0040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALLOWOOD BLVD NEW RICHMOND WI 54017

FW 004-3350526-00-661

STUDENT ID#AN  
REFINANCED  
\*PUBLIC RECORDS AND OTHER INFORMATION  
02/00 COLL 02/98 456YC284 FOR AMERY REGIONAL,\$109,02/00 PAID  
BAL-02/00 \$0, DLA: 05/97, I,896966

REF TO CSC CREDIT SERVICES, PO BOX 981221,  
EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM

CSC105

FROZEN 623 2003 MONTH 08 NAME/SSN RECORDS  
\*\*\*\*\*

ANDERSON RUSSELL,D,SR  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017

FN 004-3350526-00-663 FILE SINCE 07/31/88

ANDERSON RUSSELL,D,SR  
1614,HALLEWOOD,BLVD,NEWR,WI,54017

ANDERSON RUSSELL,D,SR  
1614 HALLEWOOD,BLVD,NEWR,WI,54017  
TELEPHONE NUMBER (715) 246-2213 SPEC 07/03.  
13,BATCHELDER, AVE MANC, NH,03103, CRT RPTD 04/00.  
BORN 09/05/1960 SSS-394-78-4720  
'DELTA ATR TIMES  
\*INQS- 39 INQUIRIES SINCE 08/64 07/28/03 ,PRM 285FA00632- 07/25/03  
,AR 850BB24906, 07/17/03 ,PRM 402FA14696 07/14/03 ,PRM 458DN11759, 06/24/03  
,AR 491FM00011, 06/19/03 ,PRM 857FZ00042, 06/13/03 ,PRM 458DN11759, 05/30/03  
,PRM 401BB17022, 05/16/03 ,AR 491FM00011 05/16/03 ,AR 850BB24906, 04/22/03  
,PRM 850BB24906, 04/17/03 ,PRM 217BB02373, 04/17/03 ,PRM 180FM15991, 03/25/03 ,PRM 625UT00178,  
03/21/03 ,PRM 217BB02373, 03/21/03 ,PRM 906BB01808, 03/19/03 ,PRM 458DN11759,  
03/19/03 ,AR 103FM11640, 03/19/03 ,AR 850BB24906, 03/19/03 ,PRM 906BB01808,  
02/19/03 ,AR 850BB24906, 02/03/03 ,PRM 615ZZ13725, 01/29/03 ,AR 850BB24906,  
12/09/02 ,EU 4012B02533/WELL,08, 11/23/02 ,AR 850BB24906, 10/21/02 ,AR 850BB24906,  
10/17/02 ,PRM 682FM28517, 10/14/02 ,AR 491FM98970, 10/11/02 ,AR 103FM11640,  
09/27/02 ,AR 850BB24906, 08/20/02 ,AR 850BB24906, 07/30/03 ,AR 850BB24906,  
AMEX,1900N1836,08/18/02, SWTR FORD,613AN16404,08/07/02, TOUSLEY FO,613AN604  
,08/05/02,  
\* FIRMAID CODE RPTD UPND H/C TRM BAL P/D CS MR FCOA ACCOUNT NUMBER  
NW AIR CU \*613FC5148 08/03 09/02 25K 315 23K 11 10 J DLA 08/03 13539774  
30(00)60(00)90+(00)

CSC106

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
 TO 4011ZS0040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FW 004-3350526-00-663

SECURED  
 CAF 1 BANK\*850BB01498 08/03 06/02 524 16 555 R1 14 I 517805222521  
 30(00)60(00)90+(00) 0 0 R1 23 J DLA 08/03  
 CREDIT CARD 30(00)60(00)90+(00) 0 0 196-28428475  
 WFFINANCE \*668FP04491 07/03 07/01 1500 0 R1 23 J DLA 03/03  
 CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
 NELNET LNS\*146FZ0277 07/03 09/96 17K 228 19K 11 82 I 39478472001  
 30(00)60(00)90+(00) 0 0 DLA 07/03  
 REFINANCED STUDENT LOAN  
 CROSSTTRY 4580W08054 12/02 04/99 SUPPRESS ERRONEOUS TRADE DLA 422709748440  
 NO RESPONSE DLA 12/02  
 CONSUMER DISPUTES-REINVESTIGATION IN PROCESS DLA 31681373  
 FMCC \*640FA04640 08/03 08/02 25K 456 21K 11 12 J DLA 08/03  
 30(00)60(00)90+(00) 0 0

CSC107

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 401ZS00040,2 CREDIT BUREAU INC.  
 ANDERSON RUSSELL D SR  
 1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-663

FMCC	*644FA04640	08/03	11/00	15K	283	7509	11	33	J	DLA 08/03
AUTO	30(00)60(00)90+(00)									25529880
WELLSFARGO*241FM01630	08/03	04/03	169K	1K	168K		11	03	J	7080125631015
REAL ESTATE MORTGAGE	30(00)60(00)90+(00)									DLA 08/03
WELLSFARGO*612FM00449	05/03	05/01	170K	1K	0		11	22	J	4728571702
REAL ESTATE MORTGAGE	30(00)60(00)90+(00)									DLA 04/03
FHA MORTGAGE										
FMCC	*644FA04640	11/02	06/99	21K	351	0	11	41	J	DLA JHA2183DN0
AUTO	30(00)60(00)90+(00)									DLA 08/02
S&C BANK	*668BB54029	10/02	12/01	22K	251	0	11	09	J	406995201287126
HOME IMPROVEMENT LOAN	30(00)60(00)90+(00)									DLA 09/02
CAP 1 BANK*50BB01498	03/02	08/01	306	0	R1 07 I					529115203619
ACCOUNT CLOSED AT CONSUMERS REQUEST										DLA 03/02

CSC108

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816

TO 4012S00040,2 CREDIT BUREAU INC.  
 ANDERSON 1614 HALEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-663

PAID ACCOUNT/ZERO BALANCE A&NG *168BB00821 06/01 10/00 166K 1K 0 11 05 J DLA 05/01	CLOSED ACCOUNT FHA MORTGAGE WFFINACCP TX613FP20316 04/00 12/94 21K 365 0 11 08 I 9565-14815119 DLA 11/99	PAID ACCOUNT/ZERO BALANCE KBUSA-ASF *155FA00737 02/00 08/95 21K 357 0 11 52 M 516497 DLA 02/00	PAID ACCOUNT/ZERO BALANCE AUTO CROSS CTRY*458BB02969 04/99 04/99 500 R0 J 541490709116 DLA 04/99	CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT SUNSTAR *4091P11419 02/97 12/94 21K 365 0 11 25 I 4357-47148733 DLA 02/97
30(00)60(00)90+(00)	30(00)60(00)90+(00)	30(00)60(00)90+(00)	30(00)60(00)90+(00)	30(00)60(00)90+(00)

ACCOUNT TRANSFERRED OR SOLD

CSC109

CSC CREDIT SERVICES PO BOX 981221 EL PASO TX 79998-1221 800/392-7816  
TO 401ZSD0040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-663  
T0 401ZSD0040,2 CREDIT BUREAU INC.  
ANDERSON RUSSELL D SR  
1614 HALLEWOOD BLVD NEW RICHMOND WI 54017 FN 004-3350526-00-663

PUBLIC RECORDS AND OTHER INFORMATION  
42/09 COLL 02/98 456V284 FOR AMERY REGIONAL \$109,02/00 PAID  
BAL-02/00 \$0, BLA: 05/97, I,896966

REF TO CSC CREDIT SERVICES,  
EL PASO,TX,79998-1221,800/392-7816,WWW.CSCCREDIT.COM  
PO BOX 981221,

1                   UNITED STATES DISTRICT COURT  
2                   WESTERN DISTRICT OF WISCONSIN  
3                   COURT FILE NO.: 03-C-0510 C

4       PENNY LEE ANDERSON AND  
5       RUSSELL D. ANDERSON, SR.,

6                   Plaintiffs,

7                   vs.

8       TRANS UNION, L.L.C.;  
9       EXPERIAN INFORMATION SOLUTIONS, INC.;  
10      CSC CREDIT SERVICES, INC.; and,  
11      EQUIFAX, INC. d/b/a EQUIFAX INFORMATION  
12      SERVICES, L.L.C.;

13      Defendants.

**COPY**

14                   ORAL DEPOSITION

15                   OF

16                   KIMBERLY HUGHES

17                   JULY 1, 2004

18

19       ORAL DEPOSITION of KIMBERLY HUGHES, produced as a  
20       witness at the instance of the Plaintiffs, taken in the  
21       above-styled and numbered cause on the 1st day of July,  
22       2004, from 9:07 a.m. until 2:49 p.m., before Sandra E.  
23       Leas, a Certified Shorthand Reporter, Registered  
24       Professional Reporter, by machine shorthand, in and for  
25       the State of Texas, at Jones Day, located at 2727  
          Harwood, in the City of Dallas, County of Dallas and  
          State of Texas.

Kimberly Hughes

Page 2

1 APPEARANCES  
 2  
 3 MR. THOMAS JOHN LYONS (via telephone)  
 Thomas Lyons & Associates, P.A.  
 4 Consumer Justice Center  
 342 East County Road D  
 Little Canada, Minnesota 55117  
 5  
 6

## APPEARING FOR THE PLAINTIFFS

7  
 8 MR. DUSTIN B. RAWLIN  
 Jones Day  
 9 901 Lakeside Avenue  
 Cleveland, Ohio 44114  
 10

## APPEARING FOR EXPERIAN

11  
 12 MR. LEWIS PERLING (via telephone)  
 Kilpatrick Stockton  
 13 1100 Peachtree Street NE  
 Suite 2300  
 Atlanta, Georgia 30309  
 14  
 15

## APPEARING FOR EQUIFAX

16  
 17 MR. ERIK GIRVAN (via telephone)  
 Faegre & Benson, LLP  
 18 2200 Wells Fargo Center  
 90 South 7th Street  
 Minneapolis, Minnesota 55402-3901  
 19  
 20

## APPEARING FOR CSC CREDIT SERVICES, INC.

21  
 22 MR. CHRIS LANE (via telephone)  
 MS. ANGELA ROBINSON  
 23 Katz & Korin, P.C.  
 334 North Senate Avenue  
 Indianapolis, Indiana 46204-1708  
 24  
 25

Page 2

Page 4

1 KIMBERLY HUGHES,  
 2 having been first duly sworn, testified as follows:  
 3 EXAMINATION  
 4 BY MR. LYONS:  
 5 Q. Ma'am, can you state your name for the record,  
 6 spelling your last.  
 7 A. Kimberly Hughes, H-u-g-h-e-s.  
 8 Q. Ms. Hughes, my name is Tommy Lyons. How are  
 9 you?  
 10 A. I'm good. Thank you.  
 11 Q. You and I have met before; is that correct?  
 12 A. Yes, that's correct.  
 13 Q. All right. And on previous occasions, I think  
 14 the most recent being in April of this year, you gave a  
 15 deposition in the Shahauser (phonetic) case.  
 16 Do you remember that?  
 17 A. Yes, I do.  
 18 Q. To help expedite and expediate this matter  
 19 today, I could ask you a lot of background questions  
 20 about your education and your employment. And I'm  
 21 wondering if there's anything that's changed between  
 22 that time and now, that you know of, concerning either  
 23 your residential status or your -- or your employment  
 24 status.  
 25 MR. RAWLIN: I'm going to object to the

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WITNESS: KIMBERLY HUGHES		
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5		
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8	2 ACDV, Experian document 013	29
9	3 Experian Correction Summary, 90-93	55
10	4 Experian Correction Summary, 14-27	62
11	5 Experian Personal Credit Report, 66-77	71
12	6 Experian Summary, 094-097	90
13	7 Experian Summary, 28-31	109
14	8 November 2, 2002, To Whom it May Concern document, 32-36	114
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1 form, but you can go ahead, Ms. Hughes, if you know.  
 2 A. Nothing has changed.  
 3 Q. (By Mr. Lyons) Okay. Now, since that time in  
 4 April -- I think it was on the 24th, but I'm not -- I'm  
 5 not 100 percent sure about that -- have you given  
 6 deposition testimony since that time?  
 7 A. Mr. Lyons, I just really don't recall.  
 8 Q. Okay. When -- when was the last deposition you  
 9 gave?  
 10 A. I don't recall. I could have looked on my  
 11 calendar before I left this morning, had I known I  
 12 needed to know that, but I don't recall. I work with a  
 13 lot of cases.  
 14 Q. Right. And -- okay. So let me just ask you  
 15 this: It's July 1st today. In the last two weeks, do  
 16 you think you've given a deposition?  
 17 A. No, I haven't.  
 18 Q. All right. And it may not be that you gave any  
 19 depositions between April and today; is that correct?  
 20 A. Thinking now, I think I've given one.  
 21 Q. All right. And do you remember where that  
 22 deposition took place?  
 23 A. It took place here at the Jones Day offices.  
 24 Q. All right. In preparation for your deposition,  
 25 did you speak with anyone outside the presence of your

2 (Pages 2 to 5)

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Kimberly Hughes

Page 6

1 attorney?  
 2 A. No, I haven't.  
 3 Q. What documents have you reviewed in preparation  
 4 for your deposition?  
 5 A. I reviewed the documents that I believe that  
 6 Mr. Rawlin brought this morning for the deposition.  
 7 MR. RAWLIN: And those would be Experian's  
 8 Rule 26 initial disclosures, which were produced to  
 9 plaintiff, and I believe the confidential documents that  
 10 you have received pursuant to the protective order  
 11 entered in this case, I believe on Tuesday.  
 12 Q. (By Mr. Lyons) Any other documents besides  
 13 those, Ms. Hughes?  
 14 A. Not that I can think of, no.  
 15 Q. Okay. Are you familiar with a case called  
 16 Sternaman versus Cross Country Bank and Experian  
 17 litigated back in 1999?  
 18 MR. RAWLIN: I'm going to object to form  
 19 and foundation. That's beyond the scope of the 30(b)(6)  
 20 notice. And I don't think it's relevant to today's  
 21 case. And I'm going to continue to instruct the witness  
 22 not to answer. It's far beyond the scope of the  
 23 30(b)(6) notice. That's not even mentioned in the  
 24 notice.  
 25 MR. LYONS: Okay. So I take it you're

1 it's not something that you put in your notice as being  
 2 something you wanted a 30(b)(6) representative to  
 3 testify about. I mean, also, to the extent that it  
 4 would go into attorney-client privileged communications,  
 5 I'm going to object on that ground.  
 6 I mean, Ms. Hughes is not a lawyer. I  
 7 don't understand why she would be expected to testify  
 8 about a case that was litigated three years ago.  
 9 MR. LYONS: I want to know --  
 10 Q. (By Mr. Lyons) Ms. Hughes, do -- do you  
 11 remember, or have you ever had any involvement in the  
 12 Sternaman versus Experian case?  
 13 A. No, I don't. I didn't.  
 14 Q. You did not have any involvement in that case?  
 15 A. No.  
 16 Q. All right. Have you ever heard of it before?  
 17 MR. RAWLIN: I'm going to object to the  
 18 extent it calls for attorney-client privileged  
 19 communications and instruct the witness not to answer,  
 20 to the extent that any of her knowledge comes from  
 21 conversations she's had with counsel.  
 22 But outside of conversations you've had  
 23 with your attorneys, you can answer, Ms. Hughes.  
 24 A. No, I don't have any knowledge of that case.  
 25 Q. (By Mr. Lyons) All right. Are you aware, or

Page 7

1 going to seek a protective order for that?  
 2 MR. RAWLIN: Well, I don't think I need to  
 3 seek a protective order. You didn't say that you were  
 4 going to be questioning that witness. Your notice of  
 5 deposition does not list that as one of the topics that  
 6 you were going to inquire about.  
 7 MR. LYONS: But you -- counsel, the  
 8 deposition notice that I served on Experian does not  
 9 limit my questions to only those topic areas included in  
 10 the deposition notice.  
 11 Do you agree with that?  
 12 MR. RAWLIN: I don't believe I do agree  
 13 with that. I mean, you say, we're going to take the  
 14 deposition of the folks with the most knowledge about  
 15 these topics, A through M. We served an objection to a  
 16 number of those categories. And there's no topic here  
 17 regarding a prior case that Experian litigated three  
 18 years ago.  
 19 MR. LYONS: So you're instructing her not  
 20 to answer under Rule 26C of the Federal Rules of Civil  
 21 Procedure? I assume you're going to move for a  
 22 protective order, is that correct, in instructing her  
 23 not to answer?  
 24 MR. RAWLIN: I will if I have to. I just  
 25 don't understand how it's relevant to today. I mean,

1 were you aware, prior to this case, the Anderson case,  
 2 there being any problems with Cross Country Bank's  
 3 investigation procedures concerning disputes received by  
 4 Experian?  
 5 MR. RAWLIN: I'm going to object on form,  
 6 foundation. It's outside the scope of the 30(b)(6)  
 7 notice.  
 8 Again, this witness is here to testify  
 9 about Experian's reinvestigation policy and procedures  
 10 and how these particular consumers' disputes were  
 11 handled, not to testify about Cross Country Bank's  
 12 reinvestigation procedures.  
 13 Ms. Hughes is not an employee of Cross  
 14 Country Bank. And I think she's also just testified she  
 15 doesn't have any knowledge of the Sternaman case.  
 16 MR. LYONS: I didn't say anything about  
 17 Sternaman. You just brought that up. I asked her about  
 18 Cross Country Bank.  
 19 MR. RAWLIN: Well, again --  
 20 MR. LYONS: You're instructing her not to  
 21 answer?  
 22 MR. RAWLIN: Well, again, Mr. Lyons, I'm  
 23 looking at your notice of deposition. There's nothing  
 24 in here about having Experian to have someone designate  
 25 to testify about Cross Country Bank's reinvestigation

3 (Pages 6 to 9)

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Kimberly Hughes

<p>1 form.</p> <p>2 MR. LYONS: -- including Experian?</p> <p>3 MR. RAWLIN: I'm going to object to the</p> <p>4 form.</p> <p>5 Go ahead, Ms. Hughes, if you know.</p> <p>6 A. I've reviewed all of our internal documents</p> <p>7 that have been produced, and I'm aware of any</p> <p>8 investigations that Experian has conducted in this</p> <p>9 matter.</p> <p>10 Q. (By Mr. Lyons) Related to them complaining</p> <p>11 that Experian was reporting them as deceased on the</p> <p>12 Experian credit report?</p> <p>13 A. Yes, sir, that's correct.</p> <p>14 Q. And how many times do you believe that Experian</p> <p>15 has conducted an investigation into a dispute by the</p> <p>16 plaintiffs that they were being reported as deceased by</p> <p>17 Experian inaccurately?</p> <p>18 A. Are you asking me collectively?</p> <p>19 Q. Yes. How many total times?</p> <p>20 A. Well, I don't have the facts of it memorized,</p> <p>21 but I believe each plaintiff may have -- we may have</p> <p>22 conducted two investigations. But, again, I'm going</p> <p>23 from memory.</p> <p>24 Q. All right.</p> <p>25 A. We can count when we get to the logs, if you'd</p>	<p>Page 18</p> <p>1 you to do is find for me by Experian page number the</p> <p>2 first time that you believe that Experian responded to a</p> <p>3 dispute on the plaintiff reported by Experian as</p> <p>4 deceased.</p> <p>5 MR. RAWLIN: I'm going to object to the</p> <p>6 form of the question.</p> <p>7 Go ahead, if you know.</p> <p>8 A. I'm looking at Experian 139. Is that the way</p> <p>9 you would like me to identify?</p> <p>10 Q. (By Mr. Lyons) Excellent. Thank you very</p> <p>11 much.</p> <p>12 A. Okay. I believe this log is for Mr. Anderson.</p> <p>13 It looks like we had a dispute that we received from him</p> <p>14 on August 8th of 2000.</p> <p>15 Q. And you see that down on the bottom of --</p> <p>16 towards the bottom of the page where it says, Dispute</p> <p>17 taken by phone? Or where do you see that information</p> <p>18 concerning the date?</p> <p>19 A. Well, in the paragraph there, I see that we</p> <p>20 received the dispute on August 8th of 2000, and we</p> <p>21 entered the dispute on August 8th of 2000.</p> <p>22 Q. Okay. Am I correct when I look down towards</p> <p>23 the bottom of Experian 139 that it looks like this</p> <p>24 dispute was by phone?</p> <p>25 A. That is correct.</p>
<p>1 like.</p> <p>2 Q. And is it the logs that you would need to</p> <p>3 review to find out the number of times collectively?</p> <p>4 A. Well, yes, that would detail our dispute</p> <p>5 activity.</p> <p>6 Q. All right.</p> <p>7 MR. LYONS: Let's mark as Deposition</p> <p>8 Exhibit Number 1, Experian documents 124 through 154.</p> <p>9 MR. RAWLIN: Mr. Lyons, do you want to</p> <p>10 attach those all as one exhibit, or would you like them</p> <p>11 separated out by plaintiff?</p> <p>12 MR. LYONS: Let's mark it as all one</p> <p>13 exhibit.</p> <p>14 MR. RAWLIN: And, for the record, these</p> <p>15 documents have been marked highly confidential. They</p> <p>16 are being -- have been produced subject to a protective</p> <p>17 order, I believe was entered by the court on June 29th,</p> <p>18 and will be treated pursuant to that protective order.</p> <p>19 (Exhibit 1 marked).</p> <p>20 MR. RAWLIN: Okay.</p> <p>21 Q. (By Mr. Lyons) Ms. Hughes, do you have the</p> <p>22 exhibit in front of you?</p> <p>23 A. Yes, I do.</p> <p>24 Q. I'm showing you what's been marked as</p> <p>25 Deposition Exhibit Number 1, and what I would like for</p>	<p>Page 19</p> <p>1 Q. Okay. In response to the dispute that the</p> <p>2 consumer was saying he was not deceased, I look up above</p> <p>3 in the middle of the page, and then I see, The dispute</p> <p>4 reads.</p> <p>5 Do you see that kind of towards the middle</p> <p>6 of the page?</p> <p>7 A. Yes, I do.</p> <p>8 Q. All right. And can you identify -- or confirm</p> <p>9 for me or explain to me what the dispute reason was as</p> <p>10 Experian entered it in its notes?</p> <p>11 A. The dispute is an external dispute. It's</p> <p>12 disputing the ECOA code, and we're saying that it should</p> <p>13 be a 2, which is a joint account. And we gave</p> <p>14 additional text from the consumer, and we passed on to</p> <p>15 Cross Country that the consumer says this account is</p> <p>16 being reported incorrectly, they're not deceased.</p> <p>17 Q. And is it "they" meaning both of them, or</p> <p>18 "they" -- what was the "they" referring to?</p> <p>19 A. I believe that's referring to plaintiffs. At</p> <p>20 this point in time, I believe a dispute was received on</p> <p>21 both Mr. and Mrs. Anderson.</p> <p>22 Q. Okay. So this would be the first dispute as to</p> <p>23 Russell and to Penny Anderson? Is that your testimony?</p> <p>24 MR. RAWLIN: Well, I'm going to object to</p> <p>25 the extent it mischaracterizes the documents. I think</p>

Kimberly Hughes

	Page 22		Page 24
1	the document that Ms. Hughes is looking at is a log for	1	Q. Okay. Now, at the time that Experian received
2	Mr. Anderson. I'm going to object to the form.	2	the dispute from the Andersons in August of 2000, did
3	Mrs. Hughes, if you know, you can go ahead	3	Experian have reason to believe that -- or any
4	and answer.	4	information to believe that this was some kind of false
5	THE WITNESS: I don't even recall what he	5	or frivolous dispute?
6	asked. I'm sorry.	6	MR. RAWLIN: Object to the form and object
7	MR. LYONS: Madame Court Reporter, can you	7	to foundation.
8	read it back for her?	8	A. Experian doesn't really make a decision to
9	(Record read).	9	the -- to the accuracy, I guess, if that's a good word,
10	A. Yes, that's correct.	10	for the dispute. We don't decide if -- if the consumer
11	Q. (By Mr. Lyons) And your counsel said something	11	is correct, or if the subscriber is correct. We simply
12	about how this dispute page or this page just is limited	12	conduct an investigation for the accuracy of the data.
13	to Russell.	13	Q. (By Mr. Lyons) Okay. So there's an
14	Is there a similar page for Penny that	14	investigation into the accuracy of the data as it's
15	you're aware of?	15	being furnished to Experian by Cross Country?
16	A. No, we were not able to retrieve, I believe,	16	A. Yes, that's correct.
17	the log for this time frame for Mrs. Anderson, but we do	17	Q. All right. So for purposes of an
18	have a CDF, which, as you know, is the results of our	18	investigation, is -- is it fair to say that Experian
19	investigation around this time frame. I'd have to look	19	assumed that the dispute by the consumer is authentic
20	at that to tell you if -- if I believe it occurred on	20	and real?
21	the same date. But I do know around this time frame we	21	MR. RAWLIN: Object to the form.
22	did conduct an investigation for Mrs. Anderson as well.	22	But if you understand the question,
23	Q. And is there -- there's been some -- there's	23	Ms. Hughes, go ahead.
24	been some purging of some documents or some log notes.	24	A. I do understand the question. I would say
25	Is that your testimony regarding Penny, or where are	25	that, in good faith, Experian does assume that the
	Page 23		Page 25
1	those documents?	1	disputes that it's receiving are honest disputes from
2	MR. RAWLIN: Object to the form, and	2	consumers. We both know that's not always the case, but
3	foundation.	3	we would treat each consumer as if their dispute were an
4	If you know, Mrs. Hughes.	4	honest and real dispute, yes.
5	A. I do not know what happened to those. They are	5	Q. (By Mr. Lyons) Okay. And as far as you know,
6	maintained in an archive system, and when I requested	6	because this was a telephonic dispute, did Experian ask
7	the archive for Ms. Anderson, those documents were not	7	or request any additional information from the -- from
8	available.	8	the Andersons to justify or verify that they, in fact,
9	Q. (By Mr. Lyons) Did you know whether or not	9	were alive?
10	there was any other place in the system that they could	10	MR. RAWLIN: Object to form and
11	be located?	11	foundation.
12	MR. RAWLIN: Object to foundation.	12	Go ahead.
13	A. To my knowledge, there's not.	13	A. No, they did not.
14	Q. (By Mr. Lyons) Now, where it says dispute	14	Q. (By Mr. Lyons) All right. At this time in
15	reason equals external, what is external?	15	August of 2000, in general, what was the policy and
16	A. That means we're contacting a source outside of	16	procedure of Experian in responding to a dispute such as
17	Experian.	17	this where a consumer is saying they're not deceased?
18	Q. And ECOA's code disputed is -- what does the U	18	A. Experian, as with all of its disputes, contacts
19	mean?	19	the reporting source to verify the accuracy of the
20	A. That means we were requesting an update to the	20	information.
21	account.	21	Q. Now, is this type of a dispute handled in a
22	Q. And I don't -- is requesting an update the same	22	priority manner by a special department of Experian, or
23	thing as sending a CDC requesting investigation, or is	23	not?
24	it different?	24	MR. RAWLIN: Objection to the form and
25	A. No, it's the same.	25	foundation.

PROGRAM: CAPRESPA  
RUN DATE: 08/15/00  
RUN TIME: 03:11:03

0710610160001

01 SUBCODE: 1216325 ACCOUNT#: 54149070988903912  
02 UPDATE 30 DISPUTE REASON CODE: 025 DISPUTES ECOA/ASSOCIATION CODE.

03 04 DATE SENT: 08/08/2000 MLBX: 6183531 DATE DUE: 08/15/2000 RESPONSE DATE: 08/14/2000 OFFICE NUM: 0001

05 CONSUMER STATES: ECOA;2;

06 EXP DISPUTE TEXT: CON SAYS THIS ACCT IS BEING REPORTED INCORRECTLY - THEY ARE NOT DECEASED

08 CONSUMER IDENTIFICATION:

10 NAME: ANDERSON, RUSSELL, DENNIS SR

11 AKA: ANDERSON, RUSSELL,

12 SSN: 39478-4720

13 CURR ADDRESS: 1380 HERITAGE DR APT17

14 NEW RICHMOND, WI

15 ZIP: 54017-2503

16 PREV ADDR 1:

17 PREV ADDR 2:

18 ZIP:

19 DATE OF BIRTH:

21 AGE: 40

22 RESPONSE CODE 035: VERIFIED AS REPORTED

28 29 SUBSCRIBER CONSUMER NAME VERIF FLAG: 1 = DIFFERENT

30 TRADE INFORMATION: RESPONSE CLAIMS CURR ADDR VERIF: 2 = SAME

31 PAYMENT STATUS: 418 PREV ADDR VERIF: 3 = UNKNOWN

32 BALANCE: 08/14/2000 SSN VERIF FLAG : 2 = SAME

33 BALANCE DATE: 08/14/2000

34 AMT PAST DUE: 06/10/2000

35 PYMT LVL DATE: 06/2000

36 ORIG DEFNQ DATE: 07/2000

37 CREDIT LIMIT AMT: 900 HISTORY GRID: 00000000000000000000000000000000

38 HIGH CRED/ORIG AMT: 210 OTHER RESPONSE DATA: 00/00/00

39 CHARGE OFF AMT: 00/00/00

40 ACCOUNT COND: DECEASED

41 SCH MONTHLY PAY: 35 MANNER OF PAYMENT FROM SUBSCRIBER: 01

42 ASSOC CODE: 2 \*\*\*\* ACCOUNT STATUS OVERRIDE: 11

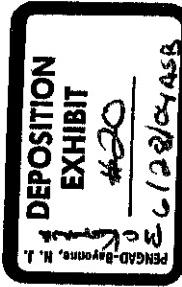
43 DATE LAST PAY: 04/1999 \*\*\*\* SPECIAL COMMENTS OVERRIDE:

44 OPEN DATE: AUTHORIZED VERIFIER: RUTHY ECHOLS

45 SPECIAL COMMENT: PHONE: 302-467-4600

46 TERMS: 010

47 ACCOUNT TYPE: 18-CRC



EXP/AND/00013

**Testimony before The House Committee on Financial Services,  
Subcommittee on Oversight and Investigations  
and  
The House Ways and Means Committee,  
Subcommittee on Social Security**

November 8, 2001

**Thomas J. Lehner, Executive Vice President  
American Financial Services Association**

**Introduction**

Chairwoman Kelly, Chairman Shaw, members of the committee, thank you for inviting me to testify. I am Tom Lehner, Executive Vice President of American Financial Services Association. AFSA is the leading trade association for market funded financial services companies. Our 400 member companies include consumer and commercial finance companies, auto finance/leasing companies, mortgage lenders, credit card issuers and industry suppliers.

I am here to address the issue of Identity Theft using Social Security numbers, and specifically the industry's use of the Social Security Administration's Death Master File (DMF).

Social Security numbers are the most unique identifier of individuals in the United States. The financial services industry uses these identifiers for a variety of reasons, such as customer verification, credit checks, bankruptcy filings, and monetary judgments such as tax liens. Unfortunately, the use of Social Security numbers is not secure. They are readily available and indeed used by companies, state and local governments, colleges, and even by consumers who print their numbers on their checks.

Thieves steal the Social Security numbers, and ultimately the identity of individuals both living and dead.

Financial institutions, such as credit card companies and banks, have incurred significant losses resulting from misuse of social security numbers. Consumers have also experienced monetary losses, impaired credit, and legal problems because others have amassed debts using their identities.

**Industry use of the Death Master File**

Financial firms have an obvious interest in making sure that individuals who open accounts are who they say they are. Companies rely on the Social Security Death Master File to protect against theft. In most cases, firms do not directly subscribe to the Death Master File, but access it indirectly via credit reporting agencies or other vendors who subscribe to it. This is both more efficient and less costly to the consumer.

November 8, 2001  
Testimony of Thomas J. Lehner, AFSA  
Page 2

For example, bank issuers of credit cards routinely obtain consumer reports on card applicants from credit reporting agencies. Because the credit bureaus periodically update their files by comparing information to the Death Master File, the credit report will contain an indicator if the individual has been reported as deceased, and the bank can use this information to decline the application or investigate the circumstances.

Other financial firms, such as securities broker-dealers, also access the Death Master File as part of the account opening process. Third party vendors who utilize Death Master File information typically do this screening.

Consumer lenders regularly use information from credit reporting agencies to review and adjust the status of existing accounts as well. It also helps to verify customers seeking to refinance existing mortgages, or who are interested in other services offered by the institution.

Naturally, financial firms have other sources of information that might indicate that a customer has died and that access to the account should be frozen or terminated. The principal source is family members, who call to notify the institution of the death of the customer, and may request changes in the name on the account or the address where statements are sent. Lawyers and estate executors are another source of this information.

#### **Problems with the Death Master File**

Whether financial institutions obtain information about deceased individuals directly from the Death Master File, or indirectly from other subscribers to the File, they have an interest in obtaining accurate and current data.

Delays between the date on which an individual dies and the date on which this information is made available to the public through the Death Master File increases the opportunities for identity thieves to defraud survivors, beneficiaries, and financial institutions.

One of the disadvantages of the current Social Security numbering system is that the agency is not always immediately notified upon the death of an individual. There appears to be no requirement for local officials to notify SSA when someone dies.

Despite their best intentions, having incomplete and incorrect information makes it very difficult for the Social Security Administration to issue an accurate Death Master File.

**November 8, 2001**

**Testimony of Thomas J. Lehner, AFSA**

**Page 3**

**Steps the industry has taken**

Many companies have established internal processes that deal with fraud and identity theft. In addition, companies work with customers who are victims of identity theft, and they also work with prosecutors to pursue those responsible.

**Suggested improvements**

AFSA supports efforts to encourage the Social Security Administration to obtain death information promptly and report it more frequently.

We also support the continued dialogue between credit reporting agencies and financial institutions to facilitate the flow of Death Master File information in bureau files. For example, there may be a need to change procedures so that when creditors report account status information to credit reporting agencies, and this information is placed in a file of a customer about whom the bureau has received death information, the creditor is made aware of that fact on a timely basis.

We believe that more financial institutions would consider subscribing to the data directly if the information provided was real time and accurate. Whether financial institutions obtain information about deceased individuals directly from the DMF, or indirectly from other subscribers to the DMF, it is in our interest and that of the consumer that we obtain correct and current data.

---

We're hopeful that the Social Security Administration will make both the procedural and policy changes necessary to ensure the security of our individual unique identifiers, our Social Security numbers. Thank You.

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN  
COURT FILE NO.: 04-C-0096 C

---

Penny Lee Anderson and Russell D. Anderson,  
Sr., on behalf of themselves and all others  
similarly situated,

Plaintiffs,

-vs-

**DECLARATION OF JAMES CLINTON  
KELLY IN OPPOSITION TO  
PLAINTIFFS' AMENDED MOTION FOR  
CLASS CERTIFICATION**

Capital One Bank,

Defendant.

---

I, James Clinton Kelly, declare as follows:

1. I submit this declaration in opposition to plaintiffs' Amended Motion for Class Certification. Unless stated on information and belief, I have personal knowledge of the facts stated herein and could and would testify competently thereto if called as a witness.

2. I am employed by Capital One Services, Inc. ("COSI"), the entity that provides credit card servicing operations to Defendant Capital One Bank ("Capital One"). I am a Senior Compliance Advisor and have had this position since December 2003. Prior to that time and since March 1999, I have held various other positions at COSI, namely, senior credit analyst, front line manager, project manager, and compliance adviser.

3. In my capacity as a Senior Compliance Advisor, I advise the direct marketing center on compliance matters relating to the credit decisioning process, application processing, and the selection of names for solicitation mailing. To that end, I have familiarized myself with publications by the Federal Reserve regarding, among others things, the Fair Credit Reporting Act ("FCRA") and Equal Credit Opportunity Act.

4. In addition, and since I have been employed by COSI, I have learned about the practices and procedures of what are described in the FCRA as consumer reporting agencies ("CRAs") — companies commonly referred to as "credit bureaus."

**Capital One's Handling of Applicants Reported as Deceased**

5. Capital One Bank is one of the largest credit card issuers in the United States. Every month it receives approximately one million applications for the extension of credit.

6. With their credit card applications, applicants must provide Capital One with a social security number. Capital One uses that social security number to obtain, electronically, credit reports from CRAs.

7. If a CRA's database on a particular social security number reflects that the individual assigned that number is deceased, the CRA will not produce certain credit scores for that individual. In all events, it will alert the entity seeking the credit report that such individual is being reported as deceased.

8. Under Capital One's credit decisioning system, any report that an applicant is deceased immediately terminates the underwriting process and causes the application to be rejected.

9. I have reviewed Exhibits 1 through 3 of the Andersons' complaint in the instant action. Prior to April 2004, Capital One mailed letters in response to applications generating a deceased report that were virtually identical to those received by the Andersons.

10. Between February 20, 2002 and February 20, 2004, Capital One mailed approximately 124,000 such letters.

**Amendment to Letter in April 2004**

11. In April 2004, Capital One amended the letter that it issues as a result of the deceased report to include, among other things, the name of any CRA from which Capital One obtained a credit report in connection with that credit application. I caused the letter, which was brought to my attention because of this lawsuit, to be revised because I believed it should contain

standard language used by Capital One Bank in providing adverse action notices to consumers under the FCRA. I did this despite information and belief that Capital One originally believed it had no obligation to provide information regarding the source of the information to a person reported as deceased.

12. Capital One has replaced the original letter with the revised letter on its system, and the original letter no longer exists.

13. Since the revision, Capital One sends the amended letter automatically in response to a deceased report. Capital One mails no other version of the letter in response to a deceased report.

I declare under the penalty of perjury, under the laws of the United States, that the foregoing is true and correct. Executed in Goochland County, Virginia this 20th day of August, 2004.



**J. Clinton Kelly**

STATE OF Virginia  
CITY/COUNTY OF Hanover

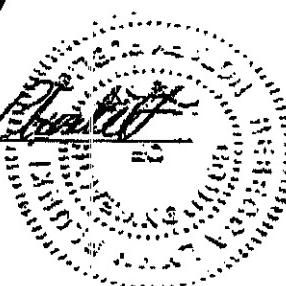
James Clinton Kelly

Subscribed and sworn to before me this 10 day of August, 2004, by

James Clinton Kelly

Notary Public

My commission expires: 2/28/05



American Express Centurion Bank  
PO Box 31525  
Salt Lake City, UT 84131



Russell D Anderson Sr  
1614 Wildwood Avenue  
New Richmond, WI 54017-2400

August 19, 2002

04388



Reference: 2002230 60 00754 USD

Dear Russell D Anderson Sr:

Thank you for your interest in *Bhue* from American Express. At this time, we are unable to open an account for you.

Your application was processed using a credit scoring system which assigns numerical values to the various pieces of information we consider in evaluating your application. Your application did not score enough points to qualify for an account at this time for the following reasons:

Risk score not available due to report of deceased status.

WALLACE CD21251 7/99

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed in this letter. You have a right under the Fair Credit Reporting Act to obtain a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. If you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. Please understand that the reporting agency played no part in our decision and cannot supply you with specific reasons why we denied credit to you.

An important notice concerning your rights is included.

Thank you for your interest in our service.

Sincerely,

A handwritten signature in cursive script that reads "Donna Potts".

Donna Potts  
New Accounts Department

DP/ag

### **IMPORTANT NOTICE CONCERNING YOUR RIGHTS**

If you would like further information regarding your application, please contact American Express at the following address: American Express Centurion Bank, P.O. Box 31525, Salt Lake City, UT 84131-9925, within 60 days from your receipt of this letter.

#### **Notice to U.S. Residents**

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning American Express Centurion Bank is the Federal Deposit Insurance Corporation, Credit Card Center, 2345 Grand Boulevard, Suite 100, Kansas City, MO 64108. The federal agency that administers compliance with this law concerning American Express Travel Related Services Company, Inc. is the Federal Trade Commission, Equal Credit Opportunity, Washington D.C. 20580.

#### **Notice to Ohio Residents**

The Ohio state laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

#### **Notice to Washington Residents**

The Washington state laws against discrimination prohibit discrimination in credit transactions because of race, creed, color, national origin, sex, or marital status. The Washington State Human Rights Commission administers compliance with this law.

#### **CREDIT BUREAU AGENCY(S)**

Trans Union Corp.	Equifax Credit Info
2 Baldwin Place	Building E Suite 5200
PO Box 1000	1140 Hammond Drive
Chester PA 19022-1000	Atlanta GA 30328
(800) 888-4213	(800) 685-1111

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN  
COURT FILE NO.: 03-C-0510 C

PENNY LEE ANDERSON AND :  
RUSSELL D. ANDERSON, SR.,

:  
Plaintiffs

:  
vs.

:  
TRANS UNION, L.L.C.,  
EXPERIAN INFORMATION :  
SOLUTIONS, INC., CSC :  
CREDIT SERVICES, INC.,  
and EQUIFAX, INC., d/b/a :  
INFORMATION SERVICES, LLC.,

:  
Defendants

**COPY**

Deposition of EDWARD McKENNA taken pursuant to notice at the law offices of Ballard, Spahr, Andrews & Ingersoll, LLP, 919 North Market Street, Wilmington, Delaware, beginning at 10:08 a.m., on Monday, June 28, 2004, before Allen S. Blank, Registered Merit Reporter and Notary Public.

APPEARANCES:

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Philadelphia, PA 19103-7599

For - Cross Country Bank and  
Applied Card Systems

VIA TELEPHONE:

THOMAS J. LYONS, ESQUIRE  
THOMAS J. LYONS & ASSOCIATES, P.A.  
342 East County Road D  
Little Canada, MN 55117

For - Plaintiffs

Edward McKenna

<p>1 APPEARANCES: CONTINUED - VIA TELEPHONE  2 CHRISTOPHER T. LANE, ESQUIRE  3 KATZ &amp; KORIN  3 334 North Senate Avenue  4 Indianapolis, IN 46204-1708  5  6 For - Defendant Trans Union  7 DUSTIN B. RAWLIN, ESQUIRE  8 JONES, DAY  9 901 Lakeside Avenue  10 Cleveland, OH 44144-1190  11 For - Defendant Experian Information  12 Solutions, Inc.  13 MARTIN S. CHESTER, ESQUIRE  14 FAEGRE &amp; BENSON, LLP  15 2200 Wells Fargo Center  16 90 South Seventh Street  17 Minneapolis, MN 55402-3901  18  19 For - CSC Credit Services, Inc.  20 LEWIS P. PERLING, ESQUIRE  21 KILPATRICK STOCKTON, LP  22 1100 Peachtree Street  23 Atlanta, GA 30309-4530  24 For - Equifax, Inc., d/b/a Information  Services, LLC  25 * * * * *</p> <p>EDWARD McKENNA,  the deponent herein, having first been  duly sworn on oath, was examined and  testified as follows:  EXAMINATION  BY MR. LYONS:</p>	<p>2</p> <p>1 Q And your job title you have given us, what  2 are the duties of that job as executive vice-president?  3 A Primarily maintain control of operations  4 that affect the bank, credit risk, other risks  5 including funding, liquidity, customer service,  6 operation, payment processing. Without direct  7 responsibility for doing those things, I have to  8 monitor them to make sure they are under control.  9 Q Are you involved in any way in the risk  10 assessment involving litigation with the bank?  11 A No, I am not.  12 Q Have you ever given your deposition before  13 under any circumstances?  14 A Yes, I have.  15 Q How many times?  16 A Once.  17 Q And where were you employed when you gave  18 your deposition?  19 A Cross Country Bank.  20 Q Did it have anything to do with the FCRA,  21 Fair Credit Reporting Act?  22 A Yes, I believe it did. I don't remember the  23 exact circumstances.  24 Q And do you remember when you gave that</p>
<p>1 Q Sir, what is your full name?  2 A Edward McKenna.  3 Q And how old are you?  4 A Sixty.  5 Q What's the extent of your education?  6 A Some college. High school graduate.  7 Q And what's your address?  8 A 109 Hawthorne Court West, Hockessin,  9 Delaware.  10 Q Would you spell Hockessin?  11 A H-o-c-k-e-s-s-i-n.  12 Q And what has your work history been with  13 Cross Country Bank? When did you start with them and  14 what kind of jobs have you held?  15 A I have started with them in November of 2000  16 as executive vice-president and am responsible for  17 overall risk for the company.  18 Q And your work history before 2000 for the  19 majority of your adult life has been spent in what  20 industry, if you could refine it down to that?  21 A In the credit card industry since about  22 1968.  23 Q All right. A real pioneer?  24 A I guess.</p>	<p>3</p> <p>1 deposition?  2 A It's probably several years ago.  3 Q So it would be back after you joined in  4 November of 2000?  5 A Yes, sir.  6 Q And do you have a copy of that deposition  7 handy in your workplace or at your home?  8 A No, I do not.  9 Q Have you read that deposition when it was  10 reduced to typewritten English in the form of a  11 transcript?  12 A I believe so.  13 Q Do you know whether or not that transcript  14 still exists?  15 A I have no idea.  16 Q And where did you read it, sir?  17 A I believe it was sent to me following the  18 deposition to review for accuracy.  19 Q And did you keep the deposition or return it  20 to the lawyers or destroy it?  21 A I returned it to the lawyers.  22 Q And what law firm was that, sir?  23 A In all honesty, I don't remember who was  24 representing us at that deposition.</p>

1 and made clear that we would not be presenting a  
 2 witness on and we would not allow a witness to answer.  
 3 That being said, I'll give you a little bit of latitude  
 4 to get into this generally. But at some point, I'm  
 5 warning you, I'm going to instruct the witness not to  
 6 answer.

7 MR. LYONS: And that's understood, Mr.  
 8 Bryce. I just kind of want to get some background of  
 9 what this witness did over there.

10 MR. BRYCE: Yeah, that I understand. So  
 11 I'll let him answer that question. I just wanted to  
 12 put that on the record. So you can go ahead, sir.

13 MR. LYONS: Thank you.

14 THE WITNESS: I was responsible as the  
 15 president of the company for delivering those services  
 16 that I described earlier for Cross Country Bank. And  
 17 at the time, we did have another client.

18 BY MR. LYONS:

19 Q Now, have you looked into this specific  
 20 circumstance regarding Penny Anderson and Russell  
 21 Anderson being reported deceased by Cross Country Bank?

22 MR. BRYCE: Objection to the form. You can  
 23 answer.

24 THE WITNESS: Yes, I have.

14

1 And, as I said, it was inadvertently set and that was  
 2 unknown to us until very late in this process.

3 Q And did you determine when that was set at  
 4 the time of a change of address?

5 A I believe it was in 1999.

6 Q And at that time, did Penny Anderson have  
 7 one or more accounts with Cross Country Bank?

8 A One account.

9 Q And at that time, did Russell Anderson have  
 10 any accounts with Cross Country Bank?

11 A The same account. One account.

12 Q So that was a joint account?

13 A Correct.

14 Q And can you identify the obscure flag any  
 15 more precisely than just obscure flag that you  
 16 testified to?

17 A There is -- I don't know the technical terms  
 18 for it. But there is, in a change of address, you  
 19 obviously change the street name, city, state, zip  
 20 code. You might change telephone numbers. And there  
 21 is a sub flag that was used at some time in the past by  
 22 the processor, which was First Data Resources, that  
 23 would mark an account as deceased for purposes of  
 24 apparently mailing purposes. That's why it was in

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15 BY MR. LYONS:

2 Q All right. And have you determined why it  
 3 was that from time to time either or both of the  
 4 plaintiffs were reported as deceased?

5 MR. BRYCE: Objection to the form. You can  
 6 answer.

7 THE WITNESS: Yes, I did.

8 BY MR. LYONS:

9 Q All right. Let's start with Penny Anderson.  
 10 And I would ask you, sir, what did you learn as to why  
 11 she was reported deceased by Cross Country Bank?

12 MR. BRYCE: Objection to the form. You can  
 13 answer.

14 THE WITNESS: As a result of a change of  
 15 address that occurred early when the account -- just  
 16 after the account opened, an obscure flag was set  
 17 incorrectly on the account and apparently results in  
 18 reporting a deceased notation on the account.

19 BY MR. LYONS:

20 Q And what is an obscure flag?

21 A It's one that's not used for credit bureau  
 22 reporting by us. It had nothing to do with the change  
 23 of address. It's not our standard procedure for  
 24 reporting accounts as deceased or in any other way.

15

1 conjunction with an address change. We never used it  
 2 for that purpose. And it was simply set incorrectly.

3 Q And do you know who set it incorrectly?

4 A I don't know. An associate at Applied Card  
 5 Systems but I don't know whom.

6 Q All right. Now, you say an associate at  
 7 Applied Card Systems. And I think you indicated that  
 8 apparently Applied Card Systems provides the services  
 9 that you testified to earlier for Cross Country Bank  
 10 and other of its customers; is that it?

11 A That's correct.

12 Q And one of the services I think you said was  
 13 some kind of data entry. True?

14 A It is, yes.

15 Q And what is First Data Resources?

16 A That is the company that provides account  
 17 recordkeeping for credit card accounts so that they can  
 18 be billed and serviced.

19 Q All right. And is that a company that does  
 20 that for Applied Card Systems or how would you describe  
 21 that operation?

22 I'm hesitant to use the word relationship.  
 23 But if that's the word we have to use, I'd like to know  
 24 a little bit more about what First Data's connection to

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<p>1 Applied Card Systems is in regard to this 2 recordkeeping.</p> <p>3 MR. BRYCE: Objection to the form. You can 4 answer.</p> <p>5 THE WITNESS: Actually, First Data provides 6 the service for Cross Country Bank and we allow Applied 7 Card Systems to access that system, to view our 8 records.</p> <p>9 BY MR. LYONS:</p> <p>10 Q All right. And if you were going to tell me 11 the distinction between the services that those two 12 entities provide to Cross Country Bank, what is the 13 distinction in the services?</p> <p>14 A First Data Resources provides back office 15 bookkeeping records, the actual mechanical records, 16 data processing records of the account. Applied Card 17 Systems accesses those records and communicates 18 directly with the customer. First Data Resources does 19 not communicate directly with the customer.</p> <p>20 Q And just to take it one step further. Does 21 First Data Resources, then, do they receive checks or 22 other forms of payment and make the posting and 23 actually send out the mailing, the bills?</p> <p>24 MR. BRYCE: Objection to the form.</p>	<p>18</p> <p>1 Q How does the charge information get to the 2 data base?</p> <p>3 A Through First Data Resources. Directly from 4 wherever.</p> <p>5 Q From the point of sale?</p> <p>6 A The point of sale to a bank to First Data 7 Resources.</p> <p>8 Q Okay. All right. So there was a flag on 9 Penny Anderson, an obscure flag, which occurred 10 sometime around the change of address. What more do 11 you know about Penny Anderson being reported as 12 deceased by Cross Country Bank in the years after that 13 obscure flag was placed?</p> <p>14 MR. BRYCE: Objection to the form. You can 15 answer.</p> <p>16 THE WITNESS: You keep referring to Penny. 17 It's the account that had the flag on it. It wasn't 18 specific to Penny or Russell.</p> <p>19 BY MR. LYONS:</p> <p>20 Q All right.</p> <p>21 A And that flag created that notation every 22 time it was reported to the credit bureau.</p> <p>23 Q It appears, and correct me if I'm wrong, Mr. 24 McKenna. At some point, the deceased notation came off</p>
<p>1 THE WITNESS: They only send out the 2 statements. They do not receive payments or other 3 correspondence.</p> <p>4 BY MR. LYONS:</p> <p>5 Q And does Applied Card Systems, then do they 6 receive the payments?</p> <p>7 A Yes.</p> <p>8 Q And in receiving the payments, somehow they 9 communicate that to First Data Resources so that First 10 Data Resources can properly state payments that have 11 been made on the bill, correct?</p> <p>12 A That is correct.</p> <p>13 Q And then does Applied Card Systems also get 14 the charge information when somebody uses a credit card 15 for one of its customers and then transmits that 16 information to First Data Resources?</p> <p>17 A No, they do not.</p> <p>18 Q Who has got the data base again?</p> <p>19 A First Data Resources.</p> <p>20 Q And Applied Card Systems can access that 21 data base and make those charge information entries and 22 the address changes and things like that, correct?</p> <p>23 A Not the charge information. But address 24 changes and things like that.</p>	<p>19</p> <p>1 of that account, is that correct? Am I correct?</p> <p>2 A Yes, that's correct.</p> <p>3 Q And subsequent to it coming off, it went 4 back on? Do you remember that?</p> <p>5 A No, it did not.</p> <p>6 Q When did it come off?</p> <p>7 A Just I believe very late 2003. I'd have to 8 look at the specifics to get the date. But late 2003.</p> <p>9 Q And that was on one account, correct?</p> <p>10 A Yes.</p> <p>11 Q Were there any other Cross Country accounts 12 that either or both of these plaintiffs had that had 13 the deceased notation on it?</p> <p>14 A The account was apparently originally opened 15 as a Master Card account. It was subsequently 16 converted to a Visa account. The Master Card account 17 then being closed. And for a period of time, both the 18 Master Card and the Visa account were reported.</p> <p>19 Q And is that the usual procedure for Cross 20 Country Bank to report a closed account for some period 21 after the account's been closed?</p> <p>22 A Yes.</p> <p>23 Q Now, if you would be so kind, tell us what 24 the distinction is between a Master Card issued by</p>

1 Cross Country Bank and a Visa card issued by Cross  
 2 Country Bank?

3 MR. BRYCE: Is this limited to a certain  
 4 time frame or are you talking about the Andersons  
 5 specifically?

6 BY MR. LYONS:

7 Q Do you understand that question, Mr.  
 8 McKenna?

9 A Yeah, I understand it.

10 Q Okay. There really isn't any time -- I  
 11 don't have any time period in mind. I'm just wondering  
 12 what the difference was. The obvious time is, of  
 13 course, when it occurred, when there was a change from  
 14 one to the other. But I'm curious if this witness  
 15 knows what the distinction is between a Master Card and  
 16 a Visa card as issued by Cross Country Bank at or about  
 17 the time that the transaction with the Andersons  
 18 occurred?

19 MR. BRYCE: I'll object to the form and to  
 20 the extent I think you're going beyond the items in the  
 21 subpoena you sent me. But I'll let the witness answer.

22 MR. LYONS: Okay.

23 MR. BRYCE: Subject to those objections.

24 MR. LYONS: Sure.

22

1 there any, other than the name?

2 MR. BRYCE: Objection to the form.

3 MR. LYONS: Okay. You can answer.

4 THE WITNESS: Other than the name, there  
 5 isn't. I'm sure each brand would attempt to  
 6 distinguish themselves. But functionally, they are  
 7 both the same.

8 BY MR. LYONS:

9 Q Does one or the other market to a higher or  
 10 a lower income group of people or do they generally  
 11 market to the same consumers across the board?

12 MR. BRYCE: Objection to the form. It lacks  
 13 foundation. You can answer, if you're able, sir.

14 THE WITNESS: There is no distinction that  
 15 either markets to any specific group.

16 BY MR. LYONS:

17 Q Now, I know you're involved in risk. But  
 18 take a look at Exhibit B to Deposition Exhibit 1.

19 A Yes, sir.

20 Q The Silver Preferred Card letter. Is Silver  
 21 Preferred Services a part of Cross Country Bank or is  
 22 there a connection between the two of them?

23 A Yes.

24 Q All right. And what is that connection?

24

23 THE WITNESS: Cross Country Bank had, in the  
 2 past, issued Master Cards as a matter of marketing.  
 3 And in approximately 2000, the year 2000, made a  
 4 strategic decision that we would prefer to market Visa  
 5 accounts and converted the Master Card accounts to  
 6 Visa. Functionally, they both are general purpose  
 7 credit cards that are used, if you will, in the exact  
 8 same way. It's purely a marketing decision on Cross  
 9 Country Bank's part to issue one or the other.

10 BY MR. LYONS:

11 Q Excuse me if I sound a little bit naive  
 12 about this. But is Master Card like a separate company  
 13 from the Visa Card Company?

14 A Both Master Card and Visa are organizations,  
 15 associations, that represent their particular brand,  
 16 Master Card or Visa. They are actually owned by the  
 17 membership of both associations.

18 Q And as far as you know, can a bank be a  
 19 member of both associations?

20 A Yes.

21 Q All right. And the distinction, you say  
 22 it's in marketing. But I guess I always get them  
 23 confused and maybe that's the genesis of this question  
 24 is, what is the difference between the two of them? Is

1 A Silver Preferred is an upgraded service to  
 2 accounts that have performed very well and that we want  
 3 to add some additional value to them.

4 Q This was back in the year or this letter  
 5 says May 15, 2000. That's before you came on board.  
 6 Can we tell from this letter whether it was a Visa card  
 7 or a Master Card?

8 A Yes. This was a Master Card. You can tell.

9 Q How can you tell that, sir?

10 A In the reference, RE: --

11 Q Yes, sir.

12 A The account number begins with five.

13 Q All right.

14 A All Master Cards begin with five.

15 Q All right. And then what does Visa begin  
 16 with?

17 A Four.

18 Q And are there other numbers that are used to  
 19 identify the card association like does three mean  
 20 something?

21 A Three is used primarily by American Express.  
 22 I don't know if it's limited to them.

23 Q Okay. And then how about six?

24 A That's used by Discover. And, again, I

25

	26		28
1    I don't know if it's limited to them.		1    set that, unbeknownst to us, generated a comment that	
2    Q    Do you know what two is?		2    the account had a deceased status.	
3    A    No, I don't.		3    BY MR. LYONS:	
4    Q    How about seven?		4    Q    And that was being reported to the credit	
5    A    No, I don't.		5    reporting agencies?	
6    Q    Now, do you know, on May 15th, 2000, if		6    A    Yes.	
7    Penny Anderson was being reported deceased by Cross		7    Q    All right. And for purposes of dealing with	
8    Country Bank?		8    your account holder, you weren't concerned with how	
9    A    I know the account was being reported with		9    their credit history generally, which might be	
10   I flag I indicated. The account was also being		10   reflected on the credit report, you were interested in	
11   reported with a good credit history and open and		11   their account history with the bank before the Silver	
12   available for use.		12   Card service would be extended; is that your testimony?	
13   Q    And do you know why, then, or any of the		13   MR. BRYCE: Objection to the form. You can	
14   reasons for Cross Country sending out the Silver		14   answer.	
15   Preferred card notice to Penny Anderson if the account		15   THE WITNESS: We were not looking	
16   was being reported as deceased?		16   specifically at that credit bureau history. We had	
17   MR. BRYCE: Two things there, Mr. Lyons.		17   their account to deal with.	
18   Number one, he has already testified, I believe, that		18   BY MR. LYONS:	
19   he had never seen Exhibit B before.		19   Q    And the account history was satisfactory or	
20   MR. LYONS: Okay.		20   outstanding, as you have said, and, therefore, you	
21   MR. BRYCE: And, number two, in our motion,		21   wished to extend them more credit?	
22   we specifically made it clear that we would not allow		22   A    Correct.	
23   him to answer any questions with respect to Exhibit B.		23   Q    Now, are you, sir, acquainted with the	
24   MR. LYONS: All right.		24   methods or method by which Cross Country Bank reports	
	27		29
1    MR. BRYCE: Nevertheless, I'll give you a		1    on its customers to the credit reporting agencies?	
2    little bit of latitude here but not much further.		2    A    Yes.	
3    MR. LYONS: Thank you.		3    Q    And, number one, to whom does Cross Country	
4    MR. BRYCE: If you can answer the question,		4    Bank report?	
5    sir, you can.		5    A    To three of the plaintiffs -- or the	
6    THE WITNESS: The account was an outstanding		6    defendants, excuse me, named, Experian, Trans Union and	
7    account. It was in excellent condition. Up-to-date.		7    Equifax. And I know what CSC is but I do not know for	
8    Paid well. And the Silver Preferred mailing that we		8    sure if we report directly to them.	
9    did was an acknowledgment of that and to reward, if you		9    Q    And what do you know CSC to be?	
10   will, the customer so they would continue doing		10   A    It's a fairly new credit bureau that is	
11   business with us.		11   attempting to get the same position in the credit	
12   BY MR. LYONS:		12   industry and the other three bureaus.	
13   Q    If there was a deceased tag on the account,		13   Q    Now, in your past life, when you were at	
14   what, if any, does that role, would that play in terms		14   Applied Credit Systems, before you came to Cross	
15   of whether to send out a higher credit limit to the		15   Country Bank, were you aware of these credit reporting	
16   account holder?		16   agencies during that time also?	
17   MR. BRYCE: Objection to the form. You're		17   A    Yes.	
18   misstating his testimony. You can answer, if you're		18   Q    And when you were at Chase Manhattan, the	
19   able, sir.		19   same?	
20   THE WITNESS: Yeah. We did not have a		20   A    They didn't exist the exact same way. But,	
21   deceased flag on the account. The account, as far as		21   yes.	
22   we were concerned, was open, up-to-date, being paid		22   Q    All right. Now, what is the method by which	
23   properly and it was in good standing. Buried in the		23   Cross Country reports to the credit reporting agencies?	
24   record, as I indicated earlier, this obscure flag was		24   A    It's an automated monthly reporting from --	

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<p style="text-align: right;">130</p> <p>1 of which seem to be a few other documents. I don't 2 know if you want me to separate these or just put the 3 whole thing in as you sent it.</p> <p>4 MR. LYONS: Pull off the last page that has 5 already been marked as Exhibit --</p> <p>6 MR. BRYCE: 1, I think. Oh, 14. Excuse me.</p> <p>7 MR. LYONS: So pull that sheet off. And the 8 rest of them, as a matter of fact, that's a duplicate. 9 Those last two pages ought to come off. Everything 10 else, even though it looks different, is the record 11 dump. It just changed format.</p> <p>12 MR. BRYCE: Yeah, I think that's correct. 13 So that's what I have done. I have pulled off the last 14 two pages and I'm giving the record dump to the court 15 reporter to mark as 25.</p> <p>16 MR. LYONS: All right. The record dump is 17 now going to be 25.</p> <p>18 MR. BRYCE: Yeah. (McKenna Deposition Exhibit No. 25 was 19 marked for identification.)</p> <p>20 MR. LYONS: Sorry for interrupting.</p> <p>21 MR. CHESTER: This is Marty Chester with 22 CSC. I'll go ahead.</p> <p>24 EXAMINATION</p>	<p style="text-align: right;">132</p> <p>1 MR. RAWLIN: Mr. Chester, this is Mr. 2 Rawlin. I was wondering, while the witness is looking 3 through the dump report, if we might take a two minute 4 break to use the restroom.</p> <p>5 MR. CHESTER: Fine with me.</p> <p>6 MR. RAWLIN: Does anyone else have any 7 objection?</p> <p>8 MR. BRYCE: That's fine. (A brief recess was taken.)</p> <p>9 THE WITNESS: Exhibit 14 is what I was 10 thinking of. On the last page of Exhibit 14. It's a 11 Universal Data Form. The date at the bottom is 12 10/15/2003. Not the very bottom. The very bottom is 13 10/28/03.</p> <p>14 BY MR. CHESTER:</p> <p>15 Q Okay. I think that is page five of Exhibit 16 14? 17 A Yes. I think that's the number of pages. I 18 thought it was CSC. But up in the third line after 19 Universal Data Form on the right side, it says, 20 Equifax, Experian, Innovis SC and TU SC. I thought 21 Innovis and CSC. I had that in mind when I said I had 22 seen something.</p> <p>23 Q Just to clarify. When you thought there was 24</p>
<p style="text-align: right;">131</p> <p>1 BY MR. CHESTER: 2 Q Mr. McKenna, my name is Marty Chester and I 3 represent CSC Credit Services. 4 First, are you aware of any communications 5 between your company and CSC? 6 A Not specifically, no. 7 Q Have you seen any notations in the records 8 and exhibits that you have looked at today that 9 indicate any communication between your company and 10 CSC? 11 A The only thing I think I saw that referred 12 at all to CSC may have been in the record dump. And it 13 may have been simply part of, you know, an indication 14 of where they sent these monthly reports to. I see 15 nothing directly from us to CSC. 16 Q Can you identify for me what you were 17 referring to in the record dump? 18 A You know, I saw it once. And, again, it 19 wasn't our communication directly to you. It was 20 just -- if that's where it was. I shouldn't have done 21 it. I shouldn't have opened that up. 22 I can't find it specifically. 23 Q I would ask you to review the document and 24 see if you can find that.</p>	<p style="text-align: right;">131</p> <p>1 a reference in the document to CSC, actually, you were 2 incorrect? 3 A That's correct. I was thinking of Innovis 4 that I had seen on that document. 5 Q Okay. So in these documents, you are aware 6 of no entries in the account notes or any of the other 7 documents related to CSC? 8 A That is correct. 9 Q And you have no, to your knowledge, there is 10 no record of your company getting an ACDV from CSC? 11 A That's correct. 12 Q And no record, to your knowledge, of your 13 company getting a request for verification from CSC? 14 A That's correct. 15 Q If you could take a look at, while we are on 16 Exhibit 14, just at page two, which I believe is, at 17 the top, it's got the fax header, 10/3/02. Underneath 18 it says E-Oscar web report? 19 A Correct. From Trans Union? 20 Q That's correct. 21 A Yes. 22 Q So you have no indication that any response 23 to this was ever sent to CSC, is that correct? 24 A That's correct.</p>

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<p style="text-align: right;">134</p> <p>1       Q   Likewise, if you could take a look, please, 2   at page three of Exhibit 14. 3       A   No reference to CSC. It doesn't appear to 4   have been sent to them. 5       Q   And also page four, no indication that 6   either page three or page four of Exhibit 14 were sent 7   to CSC? 8       A   That's correct. 9       Q   You referenced before the codes at the top, 10   close to the top of page three and page four of Exhibit 11   14, the Universal Data Form? 12       A   Yes. 13       Q   And those codes state, they are indicated 14   subscriber codes and then there is a number after it? 15       A   That's correct. 16       Q   And you indicated that each of those codes 17   refers to one of the credit reporting bureaus, is that 18   correct? 19       A   That's my understanding, yes. 20       Q   On each of those UDF's in Exhibit 14, there 21   are three codes, right? 22       A   Yes. 23       Q   And to your knowledge, do any of those codes 24   refer to CSC?</p>	<p style="text-align: right;">136</p> <p>1       15th, 2003? Do you have any confirmation that any of 2   those Universal Data Forms were received by Experian? 3       A   No, I do not. 4       Q   Mr. McKenna, if I could have you pull out 5   the two or I guess there is three ACDV's from Experian. 6       A   Were they an exhibit? 7       Q   They were. I think each exhibit. 8       Unfortunately, I don't have them, those numbers handy. 9       A   Okay. Let me look through here. 10         The ones I'm looking at I don't believe were 11   Experian. They were Trans Union. 12         MR. RAWLIN: Tom, do you have a list of 13   exhibit numbers? 14         MR. LYONS: I'll look through here. Exhibit 15   19 is an Experian. Exhibit 20 is an Experian. Exhibit 16   21 is an Experian. 17         THE WITNESS: Okay. I just wasn't sure 18   which ones they were. 19         MR. LYONS: I think those are the only ones, 20   Dustin. 21         MR. RAWLIN: I think that that's right. 22         THE WITNESS: I have 19 in front of me for a 23   start. The others are right next to it. 24   BY MR. RAWLIN:</p>
<p style="text-align: right;">135</p> <p>1       A   They do not. 2       Q   Are you familiar with the relationship 3   between CSC and any of the other credit reporting 4   bureaus? 5       A   No, I'm not. 6         MR. CHESTER: I don't have anymore 7   questions. Thank you, sir. 8         EXAMINATION 9   BY MR. RAWLIN: 10      Q   Mr. McKenna, hello. 11      A   Yes, sir. 12      Q   Dusty Rawlin. And I represent Experian in 13   this matter. I have a few questions for you. 14      A   Okay. 15      Q   Apart from the regular tape recording to 16   Experian, the ACDV's we have seen today went from 17   Experian and the Universal Data Forms, would Cross 18   Country Bank have had any other communication with 19   Experian, to the best of your knowledge? 20      A   To the best of my knowledge, no. 21      Q   Mr. McKenna, do you have any confirmation 22   that any of the UDF's we have seen today -- and by 23   UDF's, I'm referring to handwritten UDF's dated 24   December 12, 2002, or the E-Oscar UDF dated October</p>	<p style="text-align: right;">137</p> <p>1       Q   Exhibit 19, could you please tell me what 2   date is on that ACDV? 3       A   Upper right, 11/11/2003. 4       Q   Okay. Then Exhibit 20 at ACDV? 5       A   Slightly different format. And the date 6   is -- it's in the middle of it. 8/8/2000. 7       Q   8/8/2000? 8       A   Correct. 9       Q   And Exhibit 21 would be dated 11/18/2002? 10      A   That's correct. 11      Q   Looking at Exhibit 20, Mr. McKenna. 12      A   Yes. 13      Q   That is an ACDV from Experian dated August 14   8, 2000, correct? 15      A   Yes. 16      Q   And if I could have you look at line number 17   six? 18      A   Yes. 19      Q   In dispute text, consumer says that account 20   has been reported incorrectly. They are not deceased. 21   Do you see that? 22      A   I do see take. 23      Q   And looking at line number 22, the response 24   code from Cross Country Bank is, verified as reported,</p>

<p style="text-align: right;">138</p> <p>1   is that correct?      2   A   Yes.      3   Q   I believe you had told Mr. Lane that you      4   understood that a verified as reported would result in      5   no change to the account information, is that correct?      6   A   That's correct.      7   Q   And taking a look at Exhibit 21, which is an      8   ACDV from Experian dated November 18th, 2002?      9   A   Yes.      10   Q   Line number two says, dispute reason, code,      11   disputes ECOA/association code?      12   A   Yes.      13   Q   And then at line number five, consumer      14   states, ECOA:1?      15   A   Yes.      16   Q   And then also at line 22, response code,      17   verified as reported?      18   A   Yes.      19   Q   And, again, you understand that by      20   responding verified as reported, no change would be      21   made to the account information, correct?      22   A   Yes. No change to the account information      23   as we reported it. On both of those exhibits, at the      24   bottom, 20 and 21 Exhibits, the subscriber response</p>	<p style="text-align: right;">140</p> <p>1   The only reason I clarify it is, we didn't know that      2   flag was being reported.      3   Q   That flag, though, appears on that credit      4   dump report?      5   A   Yes, it does.      6   Q   From October 2001 through November 2003?      7   A   Beyond that.      8   Q   And that flag, we now know, results in the      9   account being reported as deceased?      10   A   Yes.      11   Q   Mr. McKenna, is it your understanding that,      12   regardless of what happened with the ACDV responses      13   that Cross Country Bank sent to Experian and regardless      14   of the Universal Data Forms that Cross Country Bank      15   sent to Experian, as long as that sub flag B was on the      16   monthly tape, the account in question would continue to      17   come up as deceased?      18   A   Yes.      19   Q   All right. I believe you may have testified      20   to this. But let me ask you.      21   When a representative or operator at Cross      22   Country Bank or Applied Card Systems got either a      23   dispute from Experian or dispute from the consumer,      24   when pulling up their screens to do research on this</p>
<p style="text-align: right;">139</p> <p>1   indicated the ECOA Code, the association code down      2   there, and the account condition as blank.      3   Q   And, Mr. McKenna, I believe you have also      4   stated that when Cross Country Bank then reported the      5   next monthly cycle, it taped to Experian and that sub      6   flag we were talking about was on this account      7   information, the account would have, regardless, would      8   have reported that to CC Bank?      9   A   We know that now, yes.      10   Q   And just to be clear. The sub flag you're      11   referring to, if we look at the credit bureau dump      12   report, which I believe has been marked Exhibit 25?      13   A   Yes.      14   Q   Look at the first page of that exhibit.      15   This sub flag would be reflected by the middle column      16   about halfway down where it says, CHD-deceased-flag B?      17   A   Correct.      18   Q   Mr. McKenna, looking through the Exhibit 25      19   for the credit bureau dump report referring to      20   Experian, what I have seen is that from October 10th of      21   2001, through November 10th of 2003, Cross Country Bank      22   reported to Experian that this account should be      23   notated as deceased, is that correct?      24   A   That's correct. That we reported that flag.</p>	<p style="text-align: right;">141</p> <p>1   account, they would not have been able to see that sub      2   flag?      3   A   That's correct.      4   Q   Mr. McKenna, are there instances in which      5   Cross Country Bank intends to report a consumer entity?      6   A   Yes.      7   Q   This is a silly question. But when does      8   that happen?      9   A   When we're notified somebody is deceased, we      10   usually ask for a death certificate. Depending on how      11   we find out about it. Sometimes we'll go out and being      12   informed that someone is deceased and unable to reach      13   anyone else, we might get the death certificate      14   ourselves by going to the county Bureau of Vital      15   Statistics or something like that. And when we get      16   that, when we are first given the indication, we put an      17   external status on the account of I, that I spoke of      18   before, and that's what we use as the vehicle to flag      19   the account, to stop billing and to report deceased      20   status to the credit bureau.      21   Q   But, Mr. McKenna, the status of deceased      22   serves a useful function in terms of some of Cross      23   Country Bank's reporting to the credit bureaus?      24   A   Very much so.</p>

Edward McKenna

<p style="text-align: right;">142</p> <p>1 Q And it is important for Cross Country Bank 2 to be able to report on a month-to-month basis whether 3 a consumer is, in fact, deceased?</p> <p>4 MR. BRYCE: Objection to the form. You can 5 answer.</p> <p>6 THE WITNESS: Yes.</p> <p>7 BY MR. RAWLIN:</p> <p>8 Q Mr. McKenna, you stated that Penny and 9 Russell Anderson had apparently had a Master Card 10 account that was converted to a Visa account?</p> <p>11 A Correct.</p> <p>12 Q And that for a period of time, it would be 13 Cross Country Bank's policy to report both of those 14 accounts to the credit bureaus?</p> <p>15 A Yes.</p> <p>16 Q Is it fair to say that if sub flag B was 17 associated with the Master Card or the Visa, it would 18 be associated with both of them?</p> <p>19 A Yes.</p> <p>20 Q And when I say both of them, I want to 21 clarify. When I say both of them, I mean both the 22 Master Card account number and the Visa account number?</p> <p>23 A Yes, both accounts.</p> <p>24 Q Mr. McKenna, do you know as of what date sub</p>	<p style="text-align: right;">144</p> <p>1 A It was identified finally and removed. 2 Q I had a question about I believe it's been 3 marked Exhibit 18.</p> <p>4 A Okay.</p> <p>5 Q The first page.</p> <p>6 A Yes, sir.</p> <p>7 Q You had said this document is dated October 8 2nd, 2003?</p> <p>9 A Correct.</p> <p>10 Q You said that Cross Country Bank was 11 reporting that sub flag at this time, that the status 12 code INT/EXT, it would have been recorded as an I?</p> <p>13 A Not the sub flag.</p> <p>14 Q Okay. Not the sub flag?</p> <p>15 A That's a different -- status codes are 16 different flags. INT statuses are internal statuses to 17 the bank that relates to delinquency and overlimit 18 condition. There is only three settings for it. D, O 19 and X. X meaning both conditions. And the external 20 status is a series of revocation statuses that close 21 the account, usually the consumer's request, the bank's 22 request, fraud, loss, or in the case of deceased, we 23 put an I on the account.</p> <p>24 Q But because of the sub flag, even without an</p>
<p style="text-align: right;">143</p> <p>1 flag B was removed from this account?</p> <p>2 A The only specific record of it is in the 3 dump itself. And in April of 2004, it was still 4 present. Wait a minute. Let me take that back. Wait 5 a minute. I may have my date wrong. I may have read 6 the wrong heading.</p> <p>7 No, it's earlier than that. Some of these 8 letters are hard to read.</p> <p>9 Q Maybe if I could help a little bit. If I 10 could direct your attention to the dump that did 11 December 10th, 2003?</p> <p>12 A Yeah. That appears to be an N, not a B 13 anymore.</p> <p>14 Q And if you look over at the first column 15 almost near the bottom, ECOA Code 2, do you see that as 16 changed from an X for prior dump report?</p> <p>17 A Prior dump was an X. Yeah, in November, it 18 was a B in the deceased flag and an X in the ECOA flag. 19 And in December of 2003, it was an N in the deceased 20 flag, which I presume means not deceased. And a two in 21 the ECOA flag.</p> <p>22 Q Would that lead you to believe that between 23 November 10th, 2003, and December 10th, 2003, that that 24 sub flag was removed?</p>	<p style="text-align: right;">145</p> <p>1 I after that dash, which was an INT-EXT, this account 2 could have still come up as deceased?</p> <p>3 A That's what we have since learned, yes.</p> <p>4 MR. RAWLIN: Mr. McKenna, thank you very 5 much. I don't have anymore questions at this time 6 subject to recross.</p> <p>7 MR. LYONS: This is Tom Lyons. I do have a 8 couple questions.</p> <p>9 EXAMINATION</p> <p>10 BY MR. LYONS:</p> <p>11 Q And let's just stay with Exhibit 25, the 12 record dump.</p> <p>13 The ECOA Code X means what, sir?</p> <p>14 A I believe it means that they don't have a 15 specific code.</p> <p>16 Q And when is that used?</p> <p>17 A I think it's the absence of information, not 18 the presence of information.</p> <p>19 Q Now, this record dump that we are looking 20 at, this is produced by First Data or by ACS?</p> <p>21 A First Data.</p> <p>22 Q Okay. And First Data then communicates 23 directly with the reporting bureaus, is that it?</p> <p>24 A That is correct.</p>

10/03/2003 FRI 14:57 FAX

4003/005

ADVS ED: 690544  
Client: G

**UNVERIFIED**      **AUTOMATED CONSUMER DISPUTE VERIFICATION**      **Created:** 11/14/2002  
**Sent:** 11/14/2002      **Received:** 11/14/2002  
**Response Due:** 11/20/2002

**TRANS UNION  
P.O. BOX 3000  
CHESTER**

RETRNATOR INFORMATION  
Office: 912 Mailbox#: UPROB  
Source: TUN  
PA 19022-3000C-r14:1148627430020103\_BAN

----- RESPONDER INFORMATION  
Subscriber #: B 24UB126 Short Name: CRS CNTY BK

Dispute #1: 028- Subscriber comment/remarks message disputed.

CONSUMER INFORMATION  
Acct#: 4227097484406736 GC SSN D.O.B. Age  
Name: ANDERSON, RUSSELL D. ✓ S 794-78-4720 09/01/1960  
AKA...  
Current Address: SLD ✓ Zip: 54017-2400  
Street..: 1614 HALLEWOOD BV  
City, ST: NEW RICHMOND, WI  
Previous Address:  
Street..: 1380 HERITAGE DR 17 Zip: 54017-  
City, ST: NEW RICHMOND, WI Phone #: (000)246-2213

----- CURRENT/EHISTORICAL ACCOUNT INFORMATION -----  
Date /---- Present Status ----\ | High Pmt Hist. Curr: B [Type:  
Opened Date Cond Balance Past Due Balance 1-12: 000000000000 [Acct: MOIP  
24/1998 10/01/2002 1847 01 1959 13-24: 000000000000 R 01

Metro Stat	Credit :	Date of Date of	Serious/	Date	Hist.	Status	
Date Code	Limit	Trn Lst Fmt	Action	ChrgOff Amt	Closed	#Mo.	30 60 90 ECON
/	1900	/	:	/	/	0	0 0 0 0 X

Acct	Own/ Type	Monthly Payment	Pmts Due	Max. Delinquency Date	Max.Delinq Amount MOP	Max.Delinq Date MOP	Most Recent MOP 1: 12: /
18	Rent		0	/	/	/	/

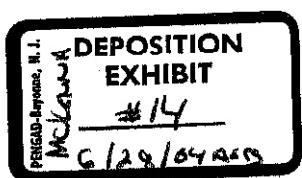
Code / Remarks : / SCC: Undef. Amz:

Remark1: DECEASED  
Remark2:

~~Saint card holder~~

11/22/62

6/25





## UNIVERSAL DATA FORM

This form is for reporting or updating account information  
 New     Delete     Change  
 change makes this current's previous inquiry history obsolete?  
 YES     NO

You regularly report to a  Authorized  Manual  
 Do not include security passwords with codes below

Subscriber Name Cross Country Bank    Subscriber Code 458BB02968  
 Subscriber Address 800 Delaware Ave 8th Floor    Subscriber Code 1216355TNAI  
Wilmington, DE 19801    Subscriber Code B244B008

CONSUMER INFORMATION					
Surname <u>Anderson</u>	First <u>Penny</u>	M	Suffix	SSN <u>001-58-9006</u>	DOB/Age <u>01/1946</u>
Current Address <u>11014 Hallowood Blvd</u>				City <u>New Richmond</u>	State <u>WI</u> Zip <u>54017</u>
Previous Address				City	State
Current Employee Name	Occupied on			City	State
Co-Applicant Surname <u>Anderson</u>	First <u>Russell</u>	M	Suffix	SSN <u>394-78-4720</u>	DOB/Age
Additional Co-Applicant Information (Complete only if joint Account)					
Co-Applicant Surname <u>Anderson</u>	Occupied on			City <u>New Richmond</u>	State <u>WI</u> Zip <u>54017</u>
Co-Applicant Employer Name				City	State

CURRENT HISTORICAL ACCOUNT INFORMATION								
Account Number <u>5414-9070</u>	Date Open	Present Status <u>Delete</u>	High Balance	Payment History	No. of Payments Delinquent			Type Acc/ MOP <u>LUR</u>
<u>9890-3912</u>		Date <u>12/1/02</u>	Current Balance	Amount Paid Due				
Cross Country Bank								
Metro Status Code	Cred Lim	Term/Amount	Maximum Delinquency	Status or Closed Date				ECDL <u>2</u>
Type of Loan/Category	Special Comments/Remarks <u>Delete</u>				Housing Status			
					No. Months	30 days	60 days	90 days

When you sign this form you certify that you complete and/or manual record have been updated to reflect any changes made.

Reason for deletion or status change from adverse to favorable delete trade line, account

Converted and replaced with VISA

Authorized Signature Em Idare Emile Date 12/12/02  
 (561) 995-8820  
 Please Print Name \_\_\_\_\_ Telephone \_\_\_\_\_

UNIVERSAL DATA FORM									
<p>This form is for reporting or updating account information on  <input type="checkbox"/> New    <input type="checkbox"/> Date <input checked="" type="checkbox"/> Change            change makes previous history to be deleted?  <input type="checkbox"/> YES    <input checked="" type="checkbox"/> NO         </p>									
<p>You regularly report data      <input type="checkbox"/> Automated      <input checked="" type="checkbox"/> Manual            Do not include security password with codes below</p>									
Subsidiary Name		Cross Country Bank							
Subsidiary Address		800 Delaware Ave 8th Floor Wilmington, DE 19801							
		Subscribe Code 458BB02989							
		Subscribe Code 1216355TNAI							
		Subscribe Code B244B008							
<b>CONSUMER INFORMATION</b>									
Surname <b>Anderson</b> First <b>Penny</b> Middle <b>M</b> Suffix <b></b>				SSN <b>001-58-9006</b>				DOB/Age <b>01-1965</b>	
Current Address <b>1614 Halewood Blvd</b>				City <b>New Richmond</b>		State <b>WI</b>		ZIP <b>541017</b>	
Previous Address				City		State		ZIP	
Current Employee Name				Occupation				City	
Co-Applicant Surname <b>Anderson</b> First <b>Russell</b> Middle <b>M</b> Suffix <b></b>				SSN <b>394-78-4720</b>				DOB/Age	
Additional Co-Applicant Information (Complete only if on Account)									
Co-Applicant Surname <b>Anderson</b>				City <b>New Richmond</b>				State <b>WI</b>	
Co-Applicant Employee Name				Occupation				City	
<b>CURRENT HISTORICAL ACCOUNT INFORMATION</b>									
Account Number <b>4227-0474</b>		Date Open <b>04/99</b>		Present Status <b>OPEN</b>		High Balance		Payment History Indicates whether MOP History or	
844 0-6734				Date <b>12/99/02</b>		Current Balance		<input type="checkbox"/> No of Payments Debit	
Cross Country Bank				Amount Due				Type Act/MOP	
Memos Status Code <b>11</b>		Credit Limit <b>1900</b>		Terms/ Amount		Max Recurr. Frequency		Status or Closed Date	
Type of Loan/Co-Signer <b>R</b>		Spec. Remarks		Debt Amount MOP		Status or Closed Date		ECOA	
		Removal of decreased status						2	
When you sign this form you certify that your computer and/or manual records have been updated to reflect any changes made.									
Reason or deletion or status change from adverse to favorable <b>due to system error, applicant and co-applicant are being reported as decreased remove decreased status.</b>									
Authorized Signer <b>Emilie Emilie</b> Date <b>12/12/02</b> Telephone <b>(561) 995-8820</b>									
Please Print Name									

E-Oscar Web - Reports

**When you sign this form, you certify that your computer and/or manual records have been adjusted to reflect the changes made.**

**Authorized Signature:**

Date: 10-15-2003

Please Print Name: CASSANDRA HARMON

Telephone: 5619958820

1980-1981

E-Oscar Web - Reports

**Return this dispute response to:**

**Experian**  
701 Experian Pkwy Allen, TX 75013--  
**FAX #** 9723903809  
**Account Number** 42270974844067  
**Subscriber Code** Applied Card

Date : 11-11-2003

Control # 1551151243001

**ECRA Response Due Date** 11-13-2003

**Response Date** 12-04-2003

Please check the SAME box for each identification item appearing on the CC which is identical to your records; or provide differing information in the shaded area.

**SAME**

**Name/Gen Code** RUSSELL DENNIS  
**ANDERSON / Senior**  
**Address** 1380 HERITAGE DRIVE APT 17, NEW  
RICHMOND WI 54017-  
**Prev Name/Prev Gen Code** ---/-  
**Prev Address** 1614 HALEWOOD BLVD, NEW  
RICHMOND WI 54017-  
**SSN/DOB** 394784720 / 09-05-1960  
**Telephone Number** -  
**2nd Prev Addr** ---/-

- Name/Gen Code** - - / --
  - Address** 1614 HALLEWOOD BLVD, NEW RICHMOND WI 54017-2
  - Prev Name/Prev Gen Code** - - / --
  - Prev Address** - - -
  - SSN/DOB** - / -
  - Telephone Number** -

**Consumer States/Comments:**

**Dispute Code 1: 106: Disputes present/previous Account Status, History. Verify accordingly.**

**Dispute Code 2:**

**FCRA Relevant Information:**  
CONSUMER STATES HE IS NOT DECEASED AND THIS ACCT NEEDS TO BE UPDATED - VERIFY ALL!!!!!!ECDA:2!!!!!!

Please write clearly and report changed information in the shaded box directly below where it is currently reported.

Verified as Reported  Change Data as Shown  Delete Account

Agency ID	Sec Mktg Agency Acct #	Mortgage ID
-	-	-
-	-	-
-	-	-
Actual Pymnt	Portfolio Indicator	Prchsd from/Sol
641	-	-
1200	--	-
Remarks :-		
DF Contact # : 5619958820		

**DEPOSITION  
EXHIBIT**

619

12.9.1961 05B

EXP/AND00062

Page 2 of 2

E-Oscar Web - Reports

Authorized Name **EMILDA EMIL**

Tel # ( 561 ) 995 8820

When you sign this form you certify that you have verified the accuracy of the entire item and that your company's records will be adjusted to reflect the changes noted above.

**EXP/AND00063**

PROGRAM: CAPRESPA      EXPERIAN - CONSUMER ASSISTANCE - CAPS  
 RUN DATE: 11/29/02      AUTO ACCT RESPONSE ACTIVITY REPORT  
 RUN TIME: 01:46:08

2880742016001

01	SUBCODE: 1216355	ACCOUNT#:	4227097484406738	SUBSCRIBER: CROSS COUNTRY BANK
02	UPDATE 30	DISPUTE REASON CODE:	025 DISPUTES ECOA/ASSOCIATION CODE.	
03	DATE SENT: 11/18/2002	MLBX:	6183531	DATE DUE: 11/25/2002
04	OFFICE NUM: 0001	RESPONSE DATE: 11/28/2002		
05	CONSUMER STATES: ECOA:1;			
06	CONSUMER IDENTIFICATION:			SUBSCRIBER CONSUMER ID:
10	NAME: ANDERSON, PENNY, LEE			: ANDERSON, PENNY,
11	AKA: ANDERSON, PENNY,			: UNKNOWN
12	SSN: 001568006			:
13	CURR ADDRESS: 1614 HALLEWOOD BLVD			
14	NEW RICHMOND, WI			
15	ZIP: 54017			54017-2400
16	PREV ADDR 1: 1614 WILDWOOD AVE			: UNKNOWN
17	PREV ADDR 2: NEW RICHMOND, WI			: UNKNOWN
18	ZIP: 54017			:
19	DATE OF BIRTH:	AGE:	32	AGE:
21	22 RESPONSE CODE 035: VERIFIED AS REPORTED			
28	SUBSCRIBER	CONSUMER CLAIMS	ON PROFILE	NAME VERIF FLAG: 1 = DIFFERENT
29	30 TRADE INFORMATION:	11-CURR ACCT	21-DECEASED	CURR ADDR VERIF: 1 = DIFFERENT
30	PAYMENT STATUS :	736	1,453	PREV ADDR VERIF: 3 = UNKNOWN
31	BALANCE :		05/10/2002	SSN VERIF FLAG : 2 = SAME
32	BALANCE DATE :	11/26/2002		===== OTHER PROFILE DATA =====
33	AMT PAST DUE :			
34	PYMT LVL DATE :			
35	ORIG DELINQ DATE :			
36	CREDIT LIMIT AMT :			HISTORY GRID: 00000000000000000000 00/00/00
37	HIGH CRED/DRIG AMT :	1960		=====
38	CHARGE OFF AMT :			===== OTHER RESPONSE DATA =====
39	ACCOUNT COND:	OPEN		
40	SCH MONTHLY PAY :	UNKNOWN		
41	ASSOC CODE :	2	1	
42	DATE LAST PAY :	11/2002	X	
43	OPEN DATE :		04/2002	AUTHORIZED VERIFIER: LISA PINKNEY
44	SPECIAL COMMENT :		04/1999	PHONE: 561-995-8820
45	TERMS :			
46	ACCOUNT TYPE :		010	
47	JOINT ACCOUNT		18-CRC	
48	49 RESPONDER'S NARRATIVE/COMMENTS:			



EXP/AND00037

TRANS UNION CORPORATION  
CONSUMER RELATIONSDATE: 11/26/02 TIME: 06:34  
PAGE: 4164

KKVRE508-1

## CRS ACDV/ACTV RESPONSES AUTOMATICALLY PROCESSED

DEPT: N  
LITER RESPONSE DATE: 11/25/02  
COMPLY WITH F.C.R.A., A RESPONSE IS REQUIRED BY: 11/20/02CONTROL: 14862795 002 04  
DATE: 11/14/02

MA/SM: 0912 SUB LOC: 001

## VERF SUBSCRIBER CHANGES TO CONSUMER DEMOGRAPHIC DATA:

(D) NAME: ANDERSON, PENNY, \*\*\*\*\*,  
 AKA: \*\*\*\*\*  
 (D) ADDR: 1614 HALLEWOOD BLVD  
 NEW RICHMOND, WI 54017-  
 (U) PREV: \*\*\*\*\*  
 \*\*\*\*\*  
 (S) SSN/DOB/PHONE: / /

CNTL# 14862795 002 04 DATE RECD: 11/06/02 PRI: 3

SUBMER SUBSCRIBER COMMENT/REMARKS MESSAGE DISPUTED  
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SUBSCRIBER NAME ACCOUNT NUMBER TYPE LOAN	SUB. CODE CREDIT LIMIT COLLATERAL/FLAG	OPENED TERMS	RPT'D LAST PYMT	BAL_OWING MAX.DELQ.	PAST DUE DATE	HIGH CRDT MD.AMT	PAYMENT MD.MOP	TP.ACCT HISTORY	MOP ECOA
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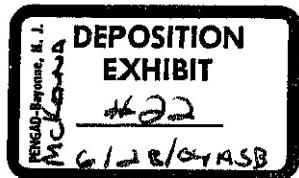
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RESPONSE CODES: 035 VERIFIED AS REPORTED.

RESPONSE NARRATIVE:

SUBMER MESSAGE:

AUTHORIZED PHONE/NAME: 561-995-8820 / LINNETR CLARKE



TLJ0051

Eileen Little

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN  
COURT FILE NO. 03-C-0510 C

PENNY LEE ANDERSON and :  
RUSSEL D. ANDERSON, SR. :  
                               :  
                               (Plaintiffs) :  
                               :  
                               vs. :  
                               :  
TRANS UNION, LLC.; EXPERIAN :  
INFORMATION SOLUTIONS, INC.; :  
CSC CREDIT SERVICES, INC. and :  
EQUIFAX, INC., d/b/a EQUIFAX :  
INFORMATION SERVICES, LLC :  
                               :  
                               (Defendants) :

SEPTEMBER 23, 2004

Oral Deposition of EILEEN LITTLE,  
taken pursuant to notice, held at Hilton  
Hotel, Executive Board Room, 4509 Island  
Avenue, Philadelphia, Pennsylvania,  
commencing at 9:48 a.m. on the above date,  
before Michelle T. Cascio, Shorthand  
Reporter-Notary Public, there being present.

FORTE & ASSOCIATES  
Court Reporting & Videography  
1601 Lombard Street  
Philadelphia, Pennsylvania 19146  
(215) 731-1000

Eileen Little

<p>A P P E A R A N C E S:</p> <p>CONSUMER JUSTICE CENTER, P.A. BY: THOMAS J. LYONS, JR., ESQUIRE 342 East County Road D Little Canada, Minnesota 55117 Attorney for Plaintiffs Anderson</p> <p>KATZ &amp; KORIN, P.C. BY: JOHN CENTO, ESQUIRE ANIKA M. CALLOWAY, ESQUIRE 334 North Senate Avenue The Emelie Building Indianapolis, Indiana 46204 Attorney for Defendant Trans Union</p> <p>JONES DAY BY: JEFF MANGHILLIS, ESQUIRE (Via Telephone) 901 Lakeside Avenue Cleveland, Ohio 44114 Attorney for Defendant Experian</p> <p>FAEGRE &amp; BENSON BY: ERIK GIRVAN, ESQUIRE (Via Telephone) 90 South 7th Street 2200 Wells Fargo Center Minneapolis, Minnesota 55402 Attorney for Defendant CSC</p>	<p>Page 2</p>	<p>Page 4</p>																																																																			
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<p>PAGE 3</p>	<p>Page 5</p>	<p>1 to that background information? 2 MR. LYONS: Counsel, are you okay 3 with that? 4 MR. CENTO: We'll stipulate to that. 5 BY MR. LYONS: 6 Q. Ms. Little, is there anything that's 7 changed since the last time I deposed you either 8 with regard to your employment or your education? 9 A. No. 10 MR. MANGHILLIS: Off the record for 11 one second. 12 - - - 13 (Whereupon, a brief discussion was 14 held off the record.) 15 - - - 16 BY MR. LYONS: 17 Q. Ms. Little, your current position 18 with Trans Union is what? 19 A. Group manager. 20 Q. And what group do you manage? 21 A. Consumer relations. 22 Q. And your office is located here in 23 Pennsylvania? 24 A. Crum Lynne, yes.</p>																																																																			

<p>1 Q. Other than your lawyer, have you 2 spoken with anyone in preparation for your 3 deposition today?</p> <p>4 A. No.</p> <p>5 Q. Have you reviewed any documents?</p> <p>6 A. Yes.</p> <p>7 Q. What did you review?</p> <p>8 A. Consumer relations documents.</p> <p>9 Q. And there are about 200 pages of 10 that roughly?</p> <p>11 A. I don't really know how many pages.</p> <p>12 Q. But did you review consumer 13 relations documents related to Russell and Penny 14 Anderson?</p> <p>15 A. Yes.</p> <p>16 - - -</p> <p>17 (Whereupon, Exhibit Trans Union-1 18 was marked for identification by the court 19 reporter.)</p> <p>20 - - -</p> <p>21 BY MR. LYONS:</p> <p>22 Q. Ms. Little, I'm showing you what's 23 been marked as Deposition Exhibit 1. Have you 24 ever seen this document before?</p>	<p>Page 6</p> <p>1 use.</p> <p>2 MR. LYONS: I've got to look at that 3 again. I think that there are additional 4 questions in this case that I want to ask 5 him about.</p> <p>6 BY MR. LYONS:</p> <p>7 Q. Ms. Little, have you reviewed the 8 Plaintiffs' complaint in this action?</p> <p>9 A. No.</p> <p>10 Q. Can you tell me generally what you 11 understand the allegations by the Plaintiffs are 12 in this matter?</p> <p>13 A. That they were being reported as 14 deceased on one of the accounts.</p> <p>15 Q. And is it your understanding that 16 they disputed that deceased information with 17 Trans Union?</p> <p>18 A. Yes.</p> <p>19 Q. And was that deceased information 20 removed by Trans Union?</p> <p>21 A. Yes.</p> <p>22 Q. When; just recently or a long time 23 ago?</p> <p>24 A. I believe it was January 20, '03.</p>
<p>1 A. I don't believe I did, no.</p> <p>2 Q. There is the notice of taking 3 deposition of Trans Union's 30(b)(6) 4 representative, and there are several topic areas 5 listed on pages 1 through 3 that either you or 6 people in addition to you are going to be 7 responsible for testifying about today.</p> <p>8 I'm wondering if I could find out 9 from either you or your counsel which subject 10 areas you will be testifying about today?</p> <p>11 MR. CENTO: I'll go through each one 12 and give you the witness's name.</p> <p>13 MR. LYONS: Thank you.</p> <p>14 MR. CENTO: A is Bill Stockdale. B 15 is Bill Stockdale, C is Bill Stockdale, D 16 will be Ms. Little, E will be Eileen, F is 17 Bill Stockdale, G and H are Bill/Eileen 18 Little, I is Lynn Romanowski who you will 19 depose later today, J is Eileen Little, K is 20 Eileen Little, L is Eileen and M is Eileen.</p> <p>21 Also, we have the same stipulation 22 in this case regarding Bill Stockdale's 23 deposition that, unless something else comes up, the deposition he gave in McKean you can</p>	<p>Page 7</p> <p>1 Can I ask a question?</p> <p>2 Q. Sure.</p> <p>3 A. What account are you talking about, 4 the Visa or the MasterCard?</p> <p>5 Q. That's a fair question, and we're 6 going to get into both of them.</p> <p>7 - - -</p> <p>8 (Whereupon, Exhibit Trans Union-2 9 was marked for identification by the court 10 reporter.)</p> <p>11 - - -</p> <p>12 BY MR. LYONS:</p> <p>13 Q. I'm showing you now what has been 14 marked as Exhibit 2. Can you identify this 15 document for me?</p> <p>16 A. This is a copy of a credit report 17 dated 8/8/00.</p> <p>18 Q. And, just so we're clear, I thought, 19 for purposes of today's deposition, what we would 20 do is start with Russell Anderson, work through 21 his chronology and then we'll talk about Penny 22 Anderson. Okay?</p> <p>23 A. That's fine.</p> <p>24 Q. So Exhibit 2 is Trans Union 0235</p>

<p style="text-align: right;">Page 10</p> <p>1 through 0240, correct?</p> <p>2 A. Yes.</p> <p>3 Q. And this is a credit report for</p> <p>4 Russell D. Anderson, Sr.; is that right?</p> <p>5 A. Yes.</p> <p>6 Q. And is it your understanding that</p> <p>7 there was no other trade line that was reporting</p> <p>8 either Russell or Penny deceased from the years</p> <p>9 2000 to 2004 other than Cross Country Bank?</p> <p>10 MR. CENTO: Objection; vague and</p> <p>11 ambiguous, lack of foundation.</p> <p>12 THE WITNESS: Correct.</p> <p>13 BY MR. LYONS:</p> <p>14 Q. And, if you look for me in</p> <p>15 Deposition Exhibit 2, do you see any deceased</p> <p>16 notation with regard to Russell Anderson?</p> <p>17 A. Yes.</p> <p>18 Q. On what page? If you could identify</p> <p>19 it using the bates number.</p> <p>20 A. 237.</p> <p>21 Q. Thank you.</p> <p>22 And that is related to account</p> <p>23 number ending 3912, correct?</p> <p>24 A. Correct.</p>	<p style="text-align: right;">Page 12</p> <p>1 that any information below this line is adverse</p> <p>2 to the consumer?</p> <p>3 A. Yes.</p> <p>4 MR. CENTO: Objection; vague and</p> <p>5 ambiguous.</p> <p>6 BY MR. LYONS:</p> <p>7 Q. And your answer was?</p> <p>8 A. Yes.</p> <p>9 MR. LYONS: Next I'd like to mark as</p> <p>10 Exhibit 3 Trans Union 029 through 034, and</p> <p>11 we're going to go off the record for a</p> <p>12 minute please.</p> <p>13 - - -</p> <p>14 (Whereupon, a brief discussion was</p> <p>15 held off the record. Exhibit Trans Union-3</p> <p>16 was marked for identification by the court</p> <p>17 reporter at that time.)</p> <p>18 - - -</p> <p>19 BY MR. LYONS:</p> <p>20 Q. Ms. Little, I'm showing you what's</p> <p>21 been marked as Deposition Exhibit 3. Can you</p> <p>22 identify this document for me?</p> <p>23 A. This is a corrected copy that was</p> <p>24 generated 9/6/00 for Russell Anderson.</p>
<p style="text-align: right;">Page 11</p> <p>1 Q. And is it your understanding that</p> <p>2 that is a MasterCard or a Visa?</p> <p>3 A. That's a MasterCard.</p> <p>4 Q. And why do you say that?</p> <p>5 A. You can tell by the account numbers.</p> <p>6 MasterCards are 54.</p> <p>7 Q. The statement below that line that</p> <p>8 we see on 237 says "The following accounts are</p> <p>9 reported with no adverse information." Do you</p> <p>10 understand that being reported as deceased is, in</p> <p>11 fact, adverse information?</p> <p>12 MR. CENTO: Objection; vague and</p> <p>13 ambiguous.</p> <p>14 THE WITNESS: It depends on the</p> <p>15 creditor, you know, who he's applying to,</p> <p>16 how they're going to view it.</p> <p>17 BY MR. LYONS:</p> <p>18 Q. But do you understand that that can</p> <p>19 be viewed as adverse information by creditors?</p> <p>20 A. Yes.</p> <p>21 Q. So the statement "The following</p> <p>22 accounts are reported with no adverse</p> <p>23 information", is that from the point of view of</p> <p>24 Trans Union; that Trans Union doesn't believe</p>	<p style="text-align: right;">Page 13</p> <p>1 Q. And this credit report shows that,</p> <p>2 after TU had completed a reinvestigation, the</p> <p>3 account was deleted; is that correct?</p> <p>4 A. Correct.</p> <p>5 MR. CENTO: I'm going to enter just</p> <p>6 a general objection to the use of the words</p> <p>7 "credit report" in reference to this</p> <p>8 document. This is actually a consumer</p> <p>9 disclosure or investigation results. I mean</p> <p>10 you can call them what you want.</p> <p>11 BY MR. LYONS:</p> <p>12 Q. You call them disclosures, Ms.</p> <p>13 Little; is that correct?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. I'll try to do the same then.</p> <p>16 Now, the consumer disclosure is</p> <p>17 different than the credit report or the reports</p> <p>18 that the furnishers receive; is that correct?</p> <p>19 A. Yes.</p> <p>20 Q. And there is information, is there</p> <p>21 not, in the Trans Union database that doesn't</p> <p>22 appear in the disclosures; is that correct?</p> <p>23 A. No, no. A disclosure will have</p> <p>24 everything to the consumer. What is returned</p>

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1 back to a subscriber would not have anything that  
 2 -- information suppressed. So the consumer gets  
 3 more information than the subscriber.

4 Q. But the consumer doesn't get the  
 5 history of the payments like the subscriber does;  
 6 is that correct?

7 MR. CENTO: Objection; lack of  
 8 foundation.

9 BY MR. LYONS:

10 Q. For example, Exhibit 3 doesn't show  
 11 the history of every monthly payment?

12 A. It does give the payment pattern,  
 13 correct.

14 Q. And is that how you refer to that at  
 15 Trans Union, as a payment pattern?

16 A. Yes.

17 Q. And, between September 6, 2000,  
 18 which is the date of Exhibit 3, to the present,  
 19 do you know if Trans Union has changed its  
 20 disclosures to include payment pattern?

21 A. We have not changed anything, no.

22 MR. LYONS: Next I'd like to mark as  
 23 deposition Exhibit 4 241 through 245.  
 24 - - -

Page 15

1 (Whereupon, Exhibit Trans Union-4  
 2 was marked for identification by the court  
 3 reporter.)

4 BY MR. LYONS:

5 Q. Ms. Little, I'm showing you what has  
 6 been marked as Deposition Exhibit 4. Can you  
 7 identify this document for me?

8 A. It's a consumer disclosure dated  
 9 January 16, 2001.

10 Q. For Russell Anderson, Sr., correct?

11 A. Yes.

12 Q. And, anywhere in Deposition Exhibit  
 13 4, is there an indication that Mr. Anderson is  
 14 deceased?

15 A. No.

16 MR. LYONS: I'm going to mark as  
 17 Exhibit 5 TU166 through 170.  
 18 - - -

19 (Whereupon, Exhibit Trans Union-5  
 20 was marked for identification by the court  
 21 reporter.)  
 22 - - -

23 BY MR. LYONS:

24 Q. Ms. Little, I'm showing you what has

Page 16

1 been marked as Deposition Exhibit 5. Have you  
 2 seen this multi-paged exhibit before?

3 A. Yes.

4 Q. Can you identify for me what it is?

5 A. It's a consumer dispute that we  
 6 received November 6, 2002.

7 Q. And is it your understanding that  
 8 the dispute letter that is the top page of  
 9 Exhibit 5 also had included with it the three  
 10 documents behind it labeled 167, 168 and 169?

11 A. Yes.

12 MR. LYONS: Next I'd like to mark as  
 13 Exhibit 6 TU95 through TU157.  
 14 - - -

15 (Whereupon, Exhibit Trans Union-6  
 16 was marked for identification by the court  
 17 reporter.)  
 18 - - -

19 BY MR. LYONS:

20 Q. Ms. Little, I'm showing you what's  
 21 been marked as Deposition Exhibit 6, and I will  
 22 represent to you and you will see that this is  
 23 the order of the documents that were produced to  
 24 me by Trans Union.

Page 17

1 I believe these documents represent  
 2 all the internal Trans Union consumer relations  
 3 system documents pertaining to Russell D.  
 4 Anderson, Sr.; however, from my review of these  
 5 documents, I'm not sure that they're in any kind  
 6 of chronological order. So bear with me and help  
 7 me if you can to make some sense of the  
 8 chronological order of these.

9 If you look back at Deposition  
 10 Exhibit 5, this appears to be a November 2002  
 11 dispute received by Trans Union. Can you help me  
 12 find that in Deposition Exhibit 6 or where it  
 13 would appear in Deposition Exhibit 6?

14 A. TU0140.

15 Q. TU140?

16 A. Right, and 141, 142. I think they  
 17 are the only three.

18 Q. Okay. Let's talk for a minute about  
 19 140, 141 and 142. If we look back at 140, there  
 20 is a date. It says "Date Received: 11/6/02."  
 21 Do you see that?

22 A. Yes.

23 Q. And that 11/6/02 date matches up  
 24 with the date that we see stamped as received on

<p style="text-align: right;">Page 18</p> <p>1 Exhibit 5?</p> <p>2 A. Yes.</p> <p>3 Q. And what does that date reflect, the</p> <p>4 date that TU received the dispute from the</p> <p>5 consumer?</p> <p>6 A. Yes.</p> <p>7 Q. To the right of that, you'll see</p> <p>8 where it says "Priority: 3." What does that</p> <p>9 mean?</p> <p>10 A. Okay. If there was a priority on</p> <p>11 this CVD, they would have their code there. 3</p> <p>12 just means location 3. So the Crum Lynne office</p> <p>13 did this.</p> <p>14 Q. And TU140 is showing the original</p> <p>15 reporting or as the reporting appeared on</p> <p>16 November 6, 2002 by Cross Country Bank related to</p> <p>17 the 6736 account, correct?</p> <p>18 A. Yes.</p> <p>19 Q. And you understand that to be a Visa</p> <p>20 account?</p> <p>21 A. Yes.</p> <p>22 Q. Now, do you know today whether or</p> <p>23 not this MasterCard account that we spoke of</p> <p>24 previously and the Visa account that we're</p>	<p style="text-align: right;">Page 20</p> <p>1 line, correct?</p> <p>2 A. Yes.</p> <p>3 Q. What's the MIN56?</p> <p>4 A. It's their minimum monthly payment,</p> <p>5 \$56.</p> <p>6 Q. And, to the right of that, it says</p> <p>7 028. What does that number represent, just to</p> <p>8 the right of where it says MIN56? Is that the</p> <p>9 number of months that this thing had been</p> <p>10 reporting?</p> <p>11 A. Oh, you're above that now. Yes.</p> <p>12 Out of 28 months, it's never been over 30, 60 or</p> <p>13 90. It's part of the payment history.</p> <p>14 Q. Now, in response to the November 2,</p> <p>15 2000 letter that we've marked as Deposition</p> <p>16 Exhibit 5, what information out of that package</p> <p>17 was forwarded on to Cross Country Bank?</p> <p>18 A. Out of Exhibit 5?</p> <p>19 Q. Correct.</p> <p>20 MR. CENTO: Objection to the form;</p> <p>21 vague and ambiguous with respect to the term</p> <p>22 "information".</p> <p>23 BY MR. LYONS:</p> <p>24 Q. And is that standard operating</p>
<p style="text-align: right;">Page 19</p> <p>1 focusing on now are one in the same account?</p> <p>2 A. I believe they are.</p> <p>3 Q. And what leads you to believe that?</p> <p>4 A. A letter that they had sent in from</p> <p>5 the bank stated that.</p> <p>6 Q. And that letter was in January of</p> <p>7 2003; is that right?</p> <p>8 A. I'm not sure of the date that we</p> <p>9 received it.</p> <p>10 Q. We'll look at the letter in a minute</p> <p>11 because it is contained within the document that</p> <p>12 you have reviewed, correct?</p> <p>13 A. Yes.</p> <p>14 Q. The Visa Cross Country Bank account</p> <p>15 that we're looking at on page 140 had a deceased</p> <p>16 notation; is that correct?</p> <p>17 A. Yes.</p> <p>18 Q. And we know that in two ways from</p> <p>19 looking at Deposition Exhibit 140. There is an X</p> <p>20 in the ECOA code on the very right-hand margin of</p> <p>21 the page; is that correct?</p> <p>22 A. Yes.</p> <p>23 Q. And, in addition to that, there is a</p> <p>24 "DEC" code appearing in the middle of the trade</p>	<p style="text-align: right;">Page 21</p> <p>1 procedure at Trans Union not to forward on</p> <p>2 documents that are contained within the dispute</p> <p>3 letter or the dispute letter itself to the data</p> <p>4 furnisher, correct?</p> <p>5 MR. CENTO: Same objection.</p> <p>6 THE WITNESS: Correct.</p> <p>7 BY MR. LYONS:</p> <p>8 Q. Now, what department of Trans Union</p> <p>9 handled the November 2, 2002 dispute by Mr.</p> <p>10 Anderson? And, if you look at another document,</p> <p>11 would you identify that document for me please.</p> <p>12 A. TU156. I was looking to see if I</p> <p>13 recognize the operator number and I don't. So I</p> <p>14 don't know who handled it.</p> <p>15 MR. CENTO: I object to that last</p> <p>16 question as well in terms of referencing</p> <p>17 that dispute as a November 2nd dispute.</p> <p>18 Trans Union received that dispute on</p> <p>19 November 6th I believe was the testimony.</p> <p>20 BY MR. LYONS:</p> <p>21 Q. So, on Trans Union 156, the November</p> <p>22 2002 dispute is displayed; is that correct?</p> <p>23 A. Yes. I can give you the operator</p> <p>24 number, but I don't know the name.</p>

<p style="text-align: right;">Page 22</p> <p>1 Q. The operator was 3244?</p> <p>2 A. Yes.</p> <p>3 Q. And you don't recall who that is?</p> <p>4 A. Right.</p> <p>5 Q. And do you know whether priority 6 processing handled this dispute or whether or not 7 the written dispute department handled it?</p> <p>8 A. I believe the written dispute 9 department handled it.</p> <p>10 Q. And is there any document in here 11 that would identify for you specifically which 12 department handled it?</p> <p>13 A. No.</p> <p>14 Q. And the procedure at Trans Union to 15 have the written dispute department handle this 16 was because it wasn't from any third party like a 17 lawyer or attorney general; is that right?</p> <p>18 A. That's correct.</p> <p>19 Q. As well as the fact that the 20 Andersons weren't complaining about being denied 21 for a mortgage; is that right?</p> <p>22 A. I believe, in August, in their first 23 correspondence or call, it was outsourced to 24 priority because of a mortgage pending.</p>	<p style="text-align: right;">Page 24</p> <p>1 Q. What is TU141?</p> <p>2 A. That's the expanded trade set of the 3 same trade line as 140.</p> <p>4 Q. And what does that indicate?</p> <p>5 A. It's just additional information 6 regarding that trade on the date it was reported, 7 date of last sale, payment history.</p> <p>8 Q. And what code did Trans Union relate 9 to the bank related to the November 2002 dispute 10 by the Andersons?</p> <p>11 A. The dispute code was B7.</p> <p>12 Q. And that code is shown on TU141, 13 correct?</p> <p>14 A. Yes.</p> <p>15 Q. But it doesn't say anything about 16 the consumer saying he's not dead; is that 17 correct?</p> <p>18 A. That's correct.</p> <p>19 MR. CENTO: I would object to the 20 form of that last question.</p> <p>21 BY MR. LYONS:</p> <p>22 Q. And that code doesn't indicate in 23 any way, shape or form that the Andersons are 24 being denied credit due to the deceased status;</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. And that was in August of 2000?</p> <p>2 A. Yes.</p> <p>3 Q. So what did Trans Union do to 4 investigate the November 2002 dispute?</p> <p>5 A. We sent the bank a dispute form, 6 asking them to verify the information they were 7 reporting.</p> <p>8 Q. And do you have either 140, 141 or 9 142 reflective of the communications sent to the 10 bank?</p> <p>11 A. Well, 140 does respond to -- tells 12 you what they responded back in the DAVE field, 13 the 15/35.</p> <p>14 Q. That indicates what?</p> <p>15 A. It means they verified -- 1 is his 16 name, 5 is the Social Security number, and the 35 17 is verified as reported.</p> <p>18 Q. And that was an ACDV response from 19 the bank?</p> <p>20 A. Yes.</p> <p>21 Q. And that went automatically back 22 into the system without being reviewed by a human 23 being at Trans Union, correct?</p> <p>24 A. Yes.</p>	<p style="text-align: right;">Page 25</p> <p>1 is that correct?</p> <p>2 A. It doesn't indicate they're being 3 denied credit, no.</p> <p>4 Q. What is TU142?</p> <p>5 A. This is a screen print of the 6 consumer relations system indicating what was 7 changed.</p> <p>8 Q. So is it fair to say that this is 9 like an ACDV response form or not?</p> <p>10 A. No. It's how the account 11 information was being shown before and after our 12 investigation.</p> <p>13 Q. And then what's over there on File 14 A? What does that mean?</p> <p>15 A. If there is more than one file, they 16 will identify it as A file, B file and so on. 17 It's just to identify the file that the trade 18 line came off of.</p> <p>19 Q. So, if this were reported on someone 20 else's credit report, it would show up under File 21 A; is that your understanding?</p> <p>22 A. No, no.</p> <p>23 MR. CENTO: Objection; vague and 24 ambiguous.</p>

<p style="text-align: right;">Page 26</p> <p>1        THE WITNESS: If he needed two      2 files, if Mr. Anderson had two files, one      3 under his name and social that didn't say      4 senior and then another file under senior,      5 there would be a possible file, but it still      6 matches his identification. That second      7 file would be classified as a B file.</p> <p>8 BY MR. LYONS:</p> <p>9        Q. Like a fragmented file?</p> <p>10      A. Yes.</p> <p>11      Q. Is that right?</p> <p>12      A. Yes.</p> <p>13      Q. And you see in the ECOA field that      14 it says "Consumer deceased", and then in the      15 remark code it says "Consumer deceased" in the      16 before column, correct?</p> <p>17      A. Yes.</p> <p>18      Q. And there's nothing in the after      19 column, and that means nothing was changed by      20 Cross Country Bank; is that correct?</p> <p>21      A. Correct, because they stated      22 verified as reported.</p> <p>23      Q. Is TU106, 107 and 108 the same thing      24 as TU140, 141 and 142?</p>	<p style="text-align: right;">Page 28</p> <p>1        Q. What does "J" stand for?      2        A. Telephone call.      3        Q. And can you tell from Trans Union      4 153 through 157 if there were any other disputes      5 between August 2000 and November 2002?      6        A. Just the November 6th dispute, 2002.      7        Q. If you look at TU103 and 104, do      8 these two documents relate to the August 2000      9 dispute by Mr. Anderson concerning the Cross      10 Country Bank MasterCard account?      11      A. Yes.      12      Q. And does this indicate how Cross      13 Country Bank responded to communications from TU      14 in August of 2000?      15      A. They did not respond.      16      Q. And how do you know that?      17      A. Because I reviewed the file. Plus,      18 the response code "P" would tell me it's per      19 consumer. So I know they would use that only if      20 we did not receive a response.      21      Q. Oh, response "P" is right there on      22 page 103?      23      A. Yes.      24      Q. What does favorable "F" means?</p>
<p style="text-align: right;">Page 27</p> <p>1        A. Yes.      2        Q. So that's just duplicates?      3        A. Yes.      4        Q. They are identical, correct?      5        A. Correct, yes.      6        Q. If you would look at the first page      7 of Deposition Exhibit 6, which is TU95, is this      8 the document that refers to the dispute back in      9 August of 2000 that was sent to priority      10 processing?      11      A. Yes.      12      Q. And do you know how that dispute was      13 conveyed to Trans Union at that time in August of      14 2000?      15      A. I believe it was a telephone call.      16      Q. Does the history summary show that?      17      A. Yes, it does.      18      Q. And what document are you looking at      19 now?      20      A. TU153.      21      Q. And that shows a telephone call?      22      A. Well, the first line where it says      23 8/8/00, that "J" before the control number tells      24 me it was a telephone call.</p>	<p style="text-align: right;">Page 29</p> <p>1        A. Is the account being changed, is it      2 favorable? "F" is favorable.      3        Q. And it's favorable because the      4 deceased is coming off?      5        A. Because the account is being      6 removed.      7        Q. Oh, because the whole trade line is      8 being removed?      9        A. Yes.      10      Q. And that's favorable?      11      A. Yes, for the consumer.      12      Q. Why is that favorable?      13      A. Because the account is being      14 removed. Any time you per consumer it, we're      15 doing it based on the consumer, what the      16 consumer's dispute is. So we would consider it      17 favorable to the consumer.      18      Q. So, because the consumer was      19 disputing this trade line and it got removed,      20 that's considered favorable to the consumer,      21 correct?      22      A. Yes, correct.      23      Q. And what's status "CM"?      24      A. Correction made.</p>

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1 Q. Then, right above the DAVE portion  
 2 on page 103 -- there was no operator on this.  
 3 This happened automatically; is that correct?  
 4 A. Yes.  
 5 Q. Is Trans Union page 129 identical to  
 6 TU095?  
 7 A. Yes.  
 8 Q. And a duplicate?  
 9 A. Yes.  
 10 Q. And, if you look at Trans Union 137  
 11 through 139, is 137 and 138 identical to 103 and  
 12 104?  
 13 A. Yes.  
 14 Q. But 139 is the audit trail  
 15 concerning the August 2000 dispute; is that  
 16 correct?  
 17 A. Yes.  
 18 Q. So 139 is related to the August 2000  
 19 dispute, correct?  
 20 A. Yes.  
 21 Q. And 139 seems to indicate that  
 22 something was verified; is that correct?  
 23 A. No. At the bottom, it will say no  
 24 response within 30 days.

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1 Q. But, up above, it says "V:  
 2 Verified." Do you see that?  
 3 A. Well, they're just showing what  
 4 change was done. As far as ending the  
 5 correction, you have to put the date you're  
 6 getting it. What we're doing is cloaking it.  
 7 Q. But that was nothing that Cross  
 8 Country Bank was --  
 9 A. Nothing was verified.  
 10 Q. Ms. Little, please let me finish my  
 11 question even if you already know the answer.  
 12 The court reporter can only take down one person  
 13 speaking at a time.  
 14 A. I'm sorry.  
 15 Q. So the 9/00 across from "Date  
 16 verified" doesn't mean the date that Cross  
 17 Country Bank verified anything, correct?  
 18 A. Correct.  
 19 Q. Now, according to history search  
 20 summary, when was the next time that Mr. Anderson  
 21 disputed anything with Trans Union -- actually,  
 22 Ms. Little, let's wait for one second. I want to  
 23 show you a couple more documents before we move  
 24 on to the next area.

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1 MR. LYONS: Let's mark 246 through  
 2 248 as Deposition Exhibit 7.  
 3 - - -  
 4 (Whereupon, Exhibit Trans Union-7  
 5 was marked for identification by the court  
 6 reporter.)  
 7 - - -  
 8 BY MR. LYONS:  
 9 Q. I'm showing you what has been marked  
 10 as Deposition Exhibit 7. Can you identify that  
 11 document for me please?  
 12 A. Consumer disclosure dated November  
 13 13, 2002.  
 14 Q. Now, that consumer disclosure, is  
 15 that a working copy internal for Trans Union?  
 16 A. Could have been. I mean there's no  
 17 way to tell by here.  
 18 Q. So is it difficult or impossible to  
 19 tell whether or not this actually gets sent out  
 20 to the consumer or whether this is just an  
 21 internal working copy?  
 22 A. Well, I'm not going to be able to  
 23 tell by looking at this document. There's no  
 24 tran number on it.

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1 Q. What number do you need to look for  
 2 to see if it would help you?  
 3 A. A transaction number. It's not on  
 4 here.  
 5 Q. So you don't know if this got sent  
 6 to Mr. Anderson or not?  
 7 A. I don't know.  
 8 Q. This document still shows the Cross  
 9 Country Bank Visa showing as deceased, correct?  
 10 A. Yes.  
 11 MR. LYONS: We're going to mark as  
 12 Deposition Exhibit 8 TU052.  
 13 - - -  
 14 (Whereupon, Exhibit Trans Union-8  
 15 was marked for identification by the court  
 16 reporter.)  
 17 - - -  
 18 BY MR. LYONS:  
 19 Q. Ms. Little, you would agree with me  
 20 that Exhibit 7 appears to be an incomplete  
 21 disclosure from 11/13/02, correct?  
 22 A. Yes.  
 23 MR. LYONS: Counsel, I would ask if  
 24 we could find the missing documents?

<p>1 MR. CENTO: We will do that.      2 MR. LYONS: Thank you.      3 BY MR. LYONS:      4 Q. Now, I am showing you what has been      5 marked as Deposition Exhibit 8. Can you identify      6 this document for me?      7 A. It's a copy of an ACDV that was sent      8 to Cross Country.      9 Q. What was the date that it was sent      10 to Cross Country?      11 A. November 14, 2002.      12 Q. And when does Trans Union require a      13 response from Cross Country Bank by?      14 A. 11/25.      15 Q. And that says right up there      16 "Subscriber response date 11/25"?      17 A. Yes.      18 Q. That's the date by which they need      19 to respond back to Trans Union, correct?      20 A. Right.      21 Q. If they don't respond back by that      22 day, then it gets coded as a did not respond,      23 right?      24 A. Yes.</p>	<p style="text-align: right;">Page 34</p> <p>1 Q. Would you agree with me that it's      2 probably inaccurate?      3 MR. CENTO: Object to the form.      4 THE WITNESS: No. Like I said, I      5 don't know why. So I'm not going to agree      6 that it's inaccurate.      7 BY MR. LYONS:      8 Q. Well, if Cross Country Bank doesn't      9 respond to TU by 11/20/02, they're not failing to      10 comply with the Fair Credit Reporting Act, are      11 they?      12 MR. CENTO: Object to the form.      13 THE WITNESS: As I said, I don't      14 know why that was on there. So I'm not      15 going to agree with you.      16 BY MR. LYONS:      17 Q. But you know what the Act says,      18 right?      19 A. Yes.      20 Q. So does the Act say anything about      21 them having to respond within six days of the      22 date that they get it?      23 MR. CENTO: Object to the form; lack      24 of foundation. You're also seeking expert</p>
<p>1 Q. And is there a procedure in place      2 that, even if they do respond after 11/25,      3 somehow Trans Union will consider it or not?      4 A. We will not.      5 Q. Now, right below that, it says "To      6 comply with FCRA" -- do you understand that to      7 mean the Fair Credit Reporting Act?      8 A. Yes.      9 Q. -- "a response is required by      10 11/20/02." Do you see that?      11 A. Yes.      12 Q. What does that mean?      13 A. I don't know what the difference is      14 between the two dates.      15 Q. Other than five days?      16 A. Right.      17 Q. Do you know whether or not, if the      18 bank sends Trans Union a response on 11/21/02,      19 that will not comply with the FCRA?      20 A. No. As far as Trans Union, it would      21 have to be done by the 11/25 date.      22 Q. So do you know why this gets put on      23 those ACDVs?      24 A. No.</p>	<p style="text-align: right;">Page 35</p> <p>1 testimony from a fact witness. You can      2 answer if you can.      3 THE WITNESS: No, the Act doesn't      4 say they have to respond in six days.      5 BY MR. LYONS:      6 Q. Now, this ACDV is related to the      7 November 2002 dispute that we talked about before      8 that has been marked as Deposition Exhibit 5,      9 correct?      10 A. Yes.      11 Q. What date was the communication sent      12 from Trans Union to Cross Country Bank?      13 A. 11/14.      14 Q. And, if we look down towards the      15 middle of the page, we see the Cross Country Bank      16 marked or responded to the ACDV by marking      17 "Verified as reported." Do you see that?      18 A. Yes, correct.      19 Q. Then it appears that Cross Country      20 Bank also responded by updating the date of      21 reporting; is that correct?      22 MR. CENTO: Objection to the form;      23 vague and ambiguous with respect to the term      24 "respond".</p>

<p style="text-align: right;">Page 38</p> <p>1           THE WITNESS: Yes.  2 BY MR. LYONS:  3       Q. And Cross Country Bank also seemed  4 to make some kind of a change to the ECOA  5 indicator. Do you see that?  6       A. Yes.  7       Q. And what was that change?  8       A. They put an asterisk there.  9       Q. What does that mean?  10      A. That they wanted that deleted.  11      Q. Is that what the asterisk means?  12      A. Yes.  13      Q. Is that the appropriate response?  14     MR. CENTO: Objection to the form.  15     THE WITNESS: Well, the whole  16 response is inconsistent. They put verified  17 as reported no matter what changes they  18 wanted. They can't have both. It's either  19 verified as reported or changed. They chose  20 verified as reported. So the changes would  21 not happen.  22 BY MR. LYONS:  23       Q. So their response was inconsistent?  24     MR. CENTO: Objection to the form of </p>	<p style="text-align: right;">Page 40</p> <p>1       based on your line of questioning, you might  2 need to talk to somebody else.  3 BY MR. LYONS:  4       Q. Then, under the special comments and  5 remarks section, it originally had been reported  6 as deceased, but Cross Country Bank was trying to  7 change it to something else.  8       A. Well, they're stating it's not  9 deceased. There was a joint account.  10      Q. But, again, that change didn't get  11 made because they had marked the box verified as  12 reported?  13      A. Correct.  14      Q. No human being at Trans Union  15 reviewed Exhibit 8, correct?  16      A. Correct.  17      Q. Until after Plaintiff filed the  18 lawsuit. Then this document got reviewed,  19 correct, by somebody at Trans Union?  20      A. Yes.  21      - - -  22      (Whereupon, Exhibit Trans Union-9  23 was marked for identification by the court  24 reporter.)</p>
<p style="text-align: right;">Page 39</p> <p>1       that question regarding the meaning of  2 "inconsistent".  3 BY MR. LYONS:  4       Q. Now, there's also some asterisks  5 under the payment history. Do you see that?  6       A. Yes.  7       Q. What does that mean?  8       A. That there is -- the asterisk to me  9 means that they'll be deleted.  10      Q. Now, is there some kind of a manual  11 or something that tells you what the asterisk  12 means and the specific field it's located?  13      A. Well, for the CDB operators, I don't  14 know if there is a manual, but they would know  15 that that asterisk would be to take out whatever  16 field it's in.  17      Q. And is this an ACDV that was  18 processed on the E-Oscar System?  19      A. I don't know if it's E-Oscar at that  20 time. E-Oscar had probably just started, but it  21 is in auto response.  22     MR. CENTO: For the record, we're  23 going a little beyond the scope of this  24 witness's knowledge. If you want details </p>	<p style="text-align: right;">Page 41</p> <p>1      - - -  2 BY MR. LYONS:  3       Q. Ms. Little, I'm now showing you what  4 has been marked as Deposition Exhibit 9. That's  5 TU document 35 through 39.  6       A. Yes.  7       Q. Can you identify it for me?  8       A. It's a corrected copy that was  9 generated to Mr. Russell on November 26, 2002.  10      Q. A corrected copy of?  11      A. His credit report based on his  12 November dispute.  13      Q. And Trans Union's investigation  14 results were that they verified the deceased  15 information as accurate and made no change to his  16 report; is that correct?  17      A. Yes.  18      Q. Does Trans Union keep any  19 information in any system that you are aware of  20 that would alert Trans Union to the fact that Mr.  21 Anderson had been reported as deceased before  22 specifically by this same data furnisher and that  23 that information was determined to be inaccurate  24 and changed? Is there any system like that at </p>

<p>1 Trans Union that would alert them?</p> <p>2 MR. CENTO: Objection; compound,</p> <p>3 lack of foundation, mischaracterizes the</p> <p>4 previous testimony.</p> <p>5 THE WITNESS: No.</p> <p>6 BY MR. LYONS:</p> <p>7 Q. You hesitated for a minute. Were</p> <p>8 you thinking maybe there was or --</p> <p>9 A. No, there's definitely not.</p> <p>10 Q. And it is true that Cross Country</p> <p>11 Bank previously reported Mr. Anderson as being</p> <p>12 deceased, correct?</p> <p>13 A. On a different account.</p> <p>14 Q. I understand that, but same data</p> <p>15 furnisher, correct?</p> <p>16 MR. CENTO: Same objection.</p> <p>17 THE WITNESS: Yes.</p> <p>18 BY MR. LYONS: ..</p> <p>19 Q. And Trans Union recognized that that</p> <p>20 was an error, correct?</p> <p>21 A. No, not at all.</p> <p>22 MR. CENTO: Objection;</p> <p>23 mischaracterizes the previous testimony.</p> <p>24 BY MR. LYONS:</p>	<p>Page 42</p> <p>1 today whether or not Cross Country continued to</p> <p>2 report Mr. Anderson as deceased after August of</p> <p>3 2000?</p> <p>4 MR. CENTO: Objection; vague and</p> <p>5 ambiguous. Which account?</p> <p>6 THE WITNESS: The MasterCard was</p> <p>7 never rereported. They started to report</p> <p>8 the Visa as deceased.</p> <p>9 BY MR. LYONS:</p> <p>10 Q. But do you know, as you sit here</p> <p>11 today without the name scans, whether or not</p> <p>12 Cross Country Bank rereported the MasterCard</p> <p>13 after August of 2000?</p> <p>14 MR. CENTO: I'm going to object.</p> <p>15 That's outside the scope of this witness's</p> <p>16 knowledge. That testimony can be given</p> <p>17 later with Lynn Romancowski with the name</p> <p>18 scans.</p> <p>19 MR. LYONS: Are you instructing her</p> <p>20 not to answer?</p> <p>21 MR. CENTO: No; she can answer.</p> <p>22 THE WITNESS: I don't believe they</p> <p>23 did, no.</p> <p>24 BY MR. LYONS:</p>
<p>1 Q. They didn't recognize it as an</p> <p>2 error?</p> <p>3 A. No, we had no response. The only</p> <p>4 reason it was removed is because they didn't</p> <p>5 respond.</p> <p>6 Q. Well, Trans Union wouldn't remove</p> <p>7 something that they thought was accurate, would</p> <p>8 they?</p> <p>9 MR. CENTO: Objection to the form.</p> <p>10 THE WITNESS: Well, it's the law. I</p> <p>11 mean, if it's not verified, it's removed.</p> <p>12 Whether it's active or inactive, there was</p> <p>13 no response. That's the only reason it was</p> <p>14 removed.</p> <p>15 BY MR. LYONS:</p> <p>16 Q. Did Trans Union follow up in any</p> <p>17 way, shape or form with Cross Country related to</p> <p>18 the August 2000 dispute with Cross Country to</p> <p>19 find out why they didn't respond?</p> <p>20 MR. CENTO: Objection; vague and</p> <p>21 ambiguous. Go ahead.</p> <p>22 THE WITNESS: No.</p> <p>23 BY MR. LYONS:</p> <p>24 Q. And you can't tell me as we sit here</p>	<p>Page 43</p> <p>1 Q. Ms. Little, can you tell me</p> <p>2 according to the history search summary what was</p> <p>3 the next dispute initiated by Russell D.</p> <p>4 Anderson, Sr.?</p> <p>5 A. After the November one?</p> <p>6 Q. Right.</p> <p>7 A. January 8, '03.</p> <p>8 Q. And, in looking at the history</p> <p>9 search summary, what or how was the dispute</p> <p>10 communicated with Trans Union?</p> <p>11 A. He initially called and then he</p> <p>12 faxed over documentation.</p> <p>13 Q. And you're looking at page 157?</p> <p>14 A. Yes.</p> <p>15 Q. Where or on what line does the call</p> <p>16 show up?</p> <p>17 A. The first line, the internal</p> <p>18 disclosure. They didn't take the dispute at that</p> <p>19 time. He just asked general questions and stated</p> <p>20 he was going to fax over the information.</p> <p>21 Q. And is there a note somewhere else</p> <p>22 in the documents that reduces what you just told</p> <p>23 me into the system, that there was a call and</p> <p>24 there was going to be a fax of some documents?</p>

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1 A. I believe there is a comment screen.  
 2 Q. And is that TU146?  
 3 A. This is a comment screen, but this  
 4 is from January 20, '03.  
 5 Q. You were thinking that there was an  
 6 earlier one?  
 7 A. Right.  
 8 Q. Do you see one?  
 9 A. No.

10 - - -  
 11 (Whereupon, Exhibit Trans Union-10  
 12 was marked for identification by the court  
 13 reporter.)  
 14 - - -

15 BY MR. LYONS:

16 Q. Ms. Little, I'm showing you now  
 17 what's been marked as Deposition Exhibit 10. Can  
 18 you identify this document for me?  
 19 A. This is the dispute we received  
 20 January 8th.  
 21 Q. And that's reflected in the received  
 22 stamp date appearing on Exhibit 10?  
 23 A. Yes.  
 24 Q. In fact, it is a letter though to

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1 Penny and Russell Anderson dated December 9,  
 2 2002, correct?  
 3 A. Yes.  
 4 Q. And you believe this document was  
 5 faxed to Trans Union by the Plaintiff in January  
 6 of 2003?  
 7 A. Yes.  
 8 Q. Was this Exhibit 10 treated like a  
 9 UDF by Trans Union or as a dispute?  
 10 A. As a UDF. We were going to make the  
 11 change based on this letter.  
 12 Q. And was there any communication that  
 13 was sent out then on or about January 8, 2003 to  
 14 Cross Country Bank?  
 15 A. No.  
 16 Q. So there wasn't a question that this  
 17 might be fraud?  
 18 A. No.  
 19 Q. And handwritten down on the  
 20 right-hand corner is the Plaintiffs' names and  
 21 number 795 for Penny and 743 for Russell. Can  
 22 you identify what those documents are?  
 23 A. They are their consumer relations  
 24 file numbers.

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1 Q. Is that their FIN numbers?  
 2 A. Yes.  
 3 Q. Now, do you know if this Exhibit 10  
 4 was ever given to anyone at Trans Union for  
 5 investigation into the reliability of Cross  
 6 Country Bank and their reporting?  
 7 MR. CENTO: Object to the form.  
 8 THE WITNESS: No, it was not.  
 9 BY MR. LYONS:  
 10 Q. And do you know why it was not?  
 11 A. I don't know, no.  
 12 Q. Now, if you would look back at  
 13 TU109, this document appears to be a trade set  
 14 detail related to the January 8, 2003 dispute,  
 15 correct?  
 16 A. Yes.  
 17 Q. And does it show that any change was  
 18 made to Russell Anderson's Cross Country Bank  
 19 trade line for the Visa?  
 20 A. No.  
 21 Q. What does it indicate?  
 22 A. That they verified -- they're  
 23 stating that the deceased comment should be  
 24 removed and to remove the payment history.

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1 Q. So was there communication between  
 2 Trans Union and Cross Country Bank in January of  
 3 2003?  
 4 A. Yes.  
 5 Q. And there was some -- was it an ACDV  
 6 or CDV or telephone call; what was it?  
 7 A. ACDV.  
 8 MR. CENTO: Off the record for a  
 9 second.  
 10 - - -  
 11 (Whereupon, a brief discussion was  
 12 held off the record.)  
 13 - - -  
 14 BY MR. LYONS:  
 15 Q. Now, tell me again the changes that  
 16 were made by Trans Union -- well, let me back up  
 17 a minute here. Strike that.  
 18 On January 8, 2003, is that the date  
 19 there was communication between Trans Union and  
 20 Cross Country Bank related to this file?  
 21 A. Yes.  
 22 Q. And is there a document that shows  
 23 that communication in your pile?  
 24 A. TU145.

<p>1 Q. And what does TU145 show?  2 A. That, when they went in to make the  3 change, they deleted the deceased comment,  4 changed the verification date and changed the  5 payment history.  6 Can I go back and say something? I  7 think this was an ACDV. I mean it was an ACDV  8 when we generated it, but then, based on the  9 information that he faxed over, they used that  10 document to make the change. So this was an  11 operator that did that. It wasn't an auto  12 process.  13 Q. Just so I'm clear, Trans Union got  14 Exhibit 10 and did not generate an ACDV?  15 A. It was already out there. We had  16 already generated it to the subscriber, but then,  17 when we got this document, they figured we could  18 use this document rather than wait for the ACDV  19 to come back. Then they went in to update it.  20 Q. So was there ever a response from  21 Cross Country Bank to the ACDV?  22 A. Not that I'm aware of.  23 Q. So it's your testimony that Cross  24 Country Bank never responded to an ACDV that was</p>	<p>Page 50</p> <p>1 A. No. We got it from the consumer who  2 got it from the bank. It's on their letterhead.  3 Q. So you believed that this was a  4 document from Cross Country Bank?  5 MR. CENTO: Objection; lack of  6 foundation.  7 THE WITNESS: Yes.  8 BY MR. LYONS:  9 Q. And nobody from Trans Union, to the  10 best of your knowledge, ever verified whether or  11 not this was a document from Cross Country Bank?  12 MR. CENTO: Object to the form;  13 vague and ambiguous, lack of foundation.  14 THE WITNESS: No. I don't see any  15 need to.  16 BY MR. LYONS:  17 Q. Would you look at 109, 110 and 111,  18 and tell me if they are the same as 143, 144 and  19 145?  20 A. Yes, they are.  21 Q. Now, if you would look back at TU140  22 please, that's the trade set detail for the  23 November 2002 dispute. The response was "C",  24 correct?</p>
<p>1 sent to it by Trans Union on or about January  2 6th?  3 MR. CENTO: Object to the form;  4 mischaracterizes the witness's previous  5 testimony.  6 THE WITNESS: I'm not saying they  7 never responded. I don't know if they  8 responded. At that time, we had already  9 gone in and closed out the dispute based on  10 the document he provided us.  11 BY MR. LYONS:  12 Q. Well, shouldn't there be some record  13 of what or how Cross Country Bank responded?  14 A. Well, if they responded and the  15 dispute is already closed, then no, we don't keep  16 a record of those because we didn't use the  17 response.  18 Q. Well, what if the response came back  19 with something different than what you had closed  20 out the file with?  21 A. Well, we're using the bank's  22 document to make the change.  23 Q. But you didn't get it from the bank,  24 did you?</p>	<p>Page 51</p> <p>1 A. Yes.  2 Q. Which means what again?  3 A. Change.  4 Q. And the change that was made  5 concerned information other than what he was  6 disputing, correct? There were changes made to  7 the file, but not what he was disputing, correct?  8 A. Well, there's no change really made  9 because they put verified as reported.  10 Q. So why is a "C" there?  11 A. In order to close it out, you have  12 to have something in that field. It's either  13 change or per consumer. Per consumer would only  14 be used if there's no response. So we got a  15 response and it was a change because we're  16 changing.  17 Q. But nothing got changed?  18 A. No.  19 Q. And then favorable is marked "F".  20 What does that mean?  21 A. That it was favorable to the  22 consumer.  23 Q. But it really wasn't?  24 A. There was no change made.</p>

<p style="text-align: right;">Page 54</p> <p>1 MR. CENTO: Object to the form.    2 BY MR. LYONS:    3 Q. Now, if you look at 130 through 136    4 -- we'll start with 130. Do you have that in    5 front of you?    6 A. Yes.    7 Q. What is this screen?    8 A. This is the personal information    9 screen where the operator goes in and she made a    10 change here.    11 Q. When did she make that change?    12 A. There's no date on here. I don't    13 know. During one of the disputes.    14 Q. But you can't tell which one?    15 A. No.    16 Q. Would you be able to tell by looking    17 at the history search screen?    18 A. No.    19 Q. So we don't have any idea when this    20 change was made?    21 A. No.    22 Q. Let's go to 131. What does this    23 signify?    24 A. Again, this is audit trail</p>	<p style="text-align: right;">Page 56</p> <p>1 left in the system based on the telephone call.    2 Q. Based on the call that was placed    3 earlier in January?    4 A. No; on January 20th.    5 Q. So this reflects that the consumer    6 called in?    7 A. Yes.    8 Q. And can you interpret the note for    9 me?    10 A. "Consumer called regarding the CCB    11 account. Sent fax over and rep removed the    12 deceased comment, but did not change the "X" in    13 the ECOA. Updated account. Removed remark in    14 ECOA." That's what she's stating she did based    15 on the telephone call.    16 Q. Did she do something wrong here?    17 A. Not at all.    18 Q. The TU rep removed the deceased    19 remark; is that correct?    20 A. Right.    21 Q. But failed to change the "X" in the    22 ECOA field?    23 A. Right. That would be the operator    24 who handled the January 8th dispute.</p>
<p style="text-align: right;">Page 55</p> <p>1 information as far as what maintenance was    2 performed on the credit report.    3 Q. Does it indicate the date?    4 A. No. I don't know what dispute, no.    5 Q. 132 is just a continuation, is it    6 not, of the audit trail of 131?    7 A. Yes.    8 Q. 133, what is that?    9 A. This is the employment information.    10 They deleted a duplicate.    11 Q. But you don't know when that    12 occurred?    13 A. No.    14 Q. What about 134?    15 A. That's a duplicate of 133.    16 Q. And 135 and 136?    17 A. Again, this is an audit trail. I'm    18 showing you what maintenance was done on the    19 file.    20 Q. And was that a duplicate of 131?    21 A. Yes.    22 Q. Then we get to 146, TU146. What is    23 that?    24 A. It's a consumer comment that was</p>	<p style="text-align: right;">Page 57</p> <p>1 Q. So, in the meantime, between January    2 6th and January 20th, was Mr. Anderson sent a    3 Trans Union credit report that did not reflect    4 the removal of the deceased?    5 A. I believe he was, and that generated    6 him to call.    7 - - -    8 (Whereupon, Exhibit Trans Union-11    9 was marked for identification by the court    10 reporter.)    11 - - -    12 BY MR. LYONS:    13 Q. I'm showing you what's been marked    14 as Deposition Exhibit 11. That's TU249 through    15 TU253, correct?    16 A. Yes.    17 Q. And what is this?    18 A. This is a copy generated January 13,    19 2003.    20 Q. And this is a disclosure?    21 A. Yes.    22 Q. But we don't know whether or not it    23 was sent to Mr. Anderson, correct?    24 A. I don't know that.</p>

<p style="text-align: right;">Page 58</p> <p>1 Q. It does still show the -- it has the 2 deceased comment? 3 A. Yes. 4 Q. And the deceased mark in the ECOA 5 indicator, correct? 6 A. Yes. 7 - - - 8 (Whereupon, Exhibit Trans Union-12 9 was marked for identification by the court 10 reporter.) 11 - - - 12 BY MR. LYONS: 13 Q. I'm showing you what's been marked 14 as Deposition Exhibit 12. Can you identify this 15 document for me that is bates number TU40 through 16 45? 17 A. This is the revised copy that was 18 sent on January 13, 2003 with the results of the 19 investigation. 20 Q. And this is reflective of the 21 failure of Trans Union to make the appropriate 22 change to get the deceased off, correct? 23 A. Yes. 24 MR. CENTO: Objection to the form.</p>	<p style="text-align: right;">Page 60</p> <p>1 Q. If you would look back at TU44 2 please, it shows that there's special messages 3 there. Do you see those? 4 A. Yes. 5 Q. What does that mean? The first one 6 says "Input current address has been used three 7 times in the last 30 days on different 8 inquiries." What does that mean? 9 A. He's applied for credit, and we've 10 had three inquiries within the last 30 days. 11 Q. And, presumably, those inquiries in 12 the last 30 days would have seen Trans Union's 13 report showing up as Russell being deceased, 14 correct? 15 A. Yes. 16 Q. And that's not a good thing, is it? 17 MR. CENTO: Object to the form. 18 THE WITNESS: You'd have to check 19 with the companies he was applying to. 20 BY MR. LYONS: 21 Q. I may have asked you this at a 22 previous deposition, but are you aware that 23 having deceased on your Trans Union credit report 24 prohibits you from having a score?</p>
<p style="text-align: right;">Page 59</p> <p>1 BY MR. LYONS: 2 Q. Now, this doesn't look like either 3 one of the changes were made, right? It still 4 says deceased under Cross Country Bank, and what 5 field is that right under the name of the bank? 6 A. The comment field. 7 Q. So that's comment, and then consumer 8 deceased under where it says "Credit card" is 9 ECOA field? 10 A. Yes. 11 Q. So, according to this document, 12 TU41, it doesn't look like either one of the 13 changes were made, correct? 14 A. Well, it doesn't appear that way 15 because you would have to change both in order to 16 have the change. I mean the fact that it stayed 17 on there was because she didn't change the ECOA. 18 Q. Because the ECOA drives the comment 19 code? 20 A. Yes. 21 MR. CENTO: I'm going to object to 22 that question as being outside the scope of 23 this witness's knowledge. 24 BY MR. LYONS:</p>	<p style="text-align: right;">Page 61</p> <p>1 MR. CENTO: Object to the question. 2 This is beyond the scope of the witness's 3 knowledge. 4 THE WITNESS: Yes. 5 BY MR. LYONS: 6 Q. And that's not a good thing, 7 correct? 8 MR. CENTO: Object to the form; 9 seeking opinion testimony from a fact 10 witness. You can answer. 11 THE WITNESS: Well, it would depend 12 on the creditor. 13 BY MR. LYONS: 14 Q. So the call on 1/20/03 by the 15 Plaintiff, that didn't cause another 16 investigation to be opened, did it? 17 A. No; the operator just made the 18 change. 19 Q. After Trans Union makes the change, 20 do they then send it out to the companies that 21 had requested a Trans Union report with deceased 22 on it? 23 A. Only if the consumer requests that. 24 We can do that, yes.</p>

<p>1 Q. But he has to request that?      2 A. Yes.      3 Q. So that doesn't happen      4 automatically?      5 A. No.</p> <p>7 (Whereupon, Exhibit Trans Union-13      8 was marked for identification by the court      9 reporter.)</p> <p>11 BY MR. LYONS:      12 Q. I'm showing you what's been marked      13 as Deposition Exhibit 13.      14 A. Yes.      15 Q. Can you identify that document      16 please?      17 A. It's a consumer disclosure dated      18 1/20/03.      19 Q. And do you know whether or not this      20 document was, in fact, sent to Plaintiff Russell      21 Anderson?      22 A. I believe it was.      23 Q. But you don't know that for sure?      24 A. No.</p>	<p>Page 62</p> <p>1 and 152 please. Are these three documents      2 related to the Trans Union action in January of      3 2003?      4 A. Yes, they are.      5 Q. And Trans Union 150 shows what?      6 A. 150 is how the trade line was on the      7 file at the time of the call. 151 is the same      8 thing, just the expanded trade set. 152 will      9 show the before and after as to what change she      10 made.      11 Q. And was the whole trade line      12 deleted?      13 A. No.      14 Q. Just the deceased part?      15 A. Right.      16 Q. If you could turn back to Exhibit 10      17 just for a minute please. This letter seems to      18 indicate that Trans Union would be receiving some      19 kind of an update from Cross Country Bank within      20 30-to-60 days from January 8, 2003. Do you see      21 where it says that in the third paragraph?      22 A. Right.      23 Q. Do you know if Trans Union ever      24 received any update?</p>
<p>1 Q. And there's no records in Trans      2 Union's possession that would show this was sent      3 to him, correct?      4 A. Well, in TU157, the history search,      5 after she made the change, she went in and pulled      6 the new disclosure and printed it and sent the      7 consumer that.      8 Q. Where does it say that she sent it?      9 A. Well, the status will say printed.      10 Q. That's on 157?      11 A. Yes.      12 Q. And that's the top line where it      13 says "PR"?      14 A. Yes, yes.      15 Q. But you don't have personal      16 knowledge that that was ever sent, correct?      17 MR. CENTO: Object to the form;      18 Mischaracterizes the witness's previous      19 testimony.      20 THE WITNESS: Well, it's generated      21 through the system. So it would have to      22 have been sent.      23 BY MR. LYONS:      24 Q. Can you turn to Trans Union 150, 151</p>	<p>Page 63</p> <p>1 A. I don't know that we did.      2 Q. If it would have been in UDF form,      3 would that be something that your department      4 handled?      5 A. Not at all. It would be handled by      6 the maintenance center.      7 Q. Would you turn to TU147, 148 and 149      8 please.      9 A. Okay.      10 Q. 147 seems to show some correction      11 being made on or about January 13, 2003; is that      12 correct?      13 A. Yes.      14 Q. What correction was that?      15 A. They added the "Do not merge"      16 statement.      17 Q. And why was that?      18 A. So that the file didn't merge with      19 anyone else's.      20 Q. Was there some concern that the file      21 might get merged with somebody else's?      22 A. I don't know if there was a      23 secondary file out there or not. I don't know      24 why they put that.</p>

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1 Q. Who would know the answer to that  
2 question?

3 A. The operator who put it in.

4 Q. And who was that?

5 A. I would say operator C6383.

6 Q. And you don't know of any reason as  
7 you sit here today why that would be done?

8 A. Well, he's stating that he's a  
9 senior, so it's possible that there was a junior  
10 filed out there. I don't know.

11 Q. Did he notify Trans Union that he  
12 was a senior and that he was concerned about  
13 that?

14 A. No, but he didn't dispute it when it  
15 was reported on his report either.

16 Q. He did or did not?

17 A. He did not.

18 Q. Okay. You lost me. So why is Trans  
19 Union taking action on it?

20 MR. CENTO: Objection; lack of  
21 foundation, asked and answered.

22 THE WITNESS: It's a precaution, if  
23 there is another file out there, to prevent  
24 it from getting combined or mixed.

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1 Would you compare that to 052 and tell me if  
2 there is a difference?

3 A. One is Russell and one is Penny.

4 - - -  
5 (Whereupon, Exhibit Trans Union-14  
6 was marked for identification by the court  
7 reporter.)

8 - - -

9 BY MR. LYONS:

10 Q. I'm showing you TU254 through 258,  
11 Ms. Little, which has been marked as Deposition  
12 Exhibit 14. Can you identify this document for  
13 me please?

14 A. It's a consumer disclosure dated  
15 1/20/03 for Russell Anderson.

16 Q. And do you know if this document was  
17 sent to the Plaintiff?

18 A. I don't know about this one or the  
19 last one, but something was sent to him on  
20 January 20th. A disclosure was sent.

21 Q. Well, if you look at this one on  
22 page 255, it does show he's deceased?

23 A. Well, then this would be the one  
24 that they worked off of. This would be the

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1 BY MR. LYONS:

2 Q. But why now, why in January of '03?

3 MR. CENTO: Asked and answered.

4 BY MR. LYONS:

5 Q. You don't know?

6 A. No, I don't.

7 Q. Now, that preventative measure that  
8 you just testified to, that's like a helpful  
9 thing that Trans Union does for the consumer,  
10 right?

11 A. Yes.

12 Q. Any other little helpful things that  
13 Trans Union does for the consumer concerning him  
14 not being dead?

15 MR. CENTO: Vague and ambiguous;  
16 objection.

17 THE WITNESS: No.

18 BY MR. LYONS:

19 Q. Were there any other disputes in the  
20 history search summary after January of '03 for  
21 Russell D. Anderson?

22 A. No.

23 Q. I'm going to show you a document  
24 that hasn't been marked. Here's Trans Union 051.

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1 internal disclosure.

2 Q. You hope that that's the case,  
3 right? You don't know that for sure, do you?

4 A. Well, we know that the other one  
5 didn't have the deceased comment, and I know she  
6 changed it.

7 Q. But can you say for sure which one  
8 was actually sent?

9 A. Yes. The revised one had to be  
10 sent.

11 Q. Had to be because why?

12 A. Because this was the initial  
13 disclosure. She went in, made the change, and  
14 that's the result of the change.

15 Q. And it's your testimony that you  
16 believe, although you have no personal knowledge  
17 of that, that that was the one that was sent?

18 MR. CENTO: Objection;  
19 mischaracterizes the witness's previous  
20 testimony.

21 THE WITNESS: I believe it was sent,  
22 yes.

23 - - -

24 (Whereupon, Exhibit Trans Union-15

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1        was marked for identification by the court 2           reporter.) 3           - - -		1        Q.   Do you believe you saw a document 2           that indicated that Mr. Anderson had been 3           reported by Trans Union again as deceased after 4           January of 2003? 5           MR. CENTO: Same objection, same 6           instruction. Don't answer. 7           MR. LYONS: Let's go off the record 8           for a minute. 9           - - - 10          (Whereupon, a brief discussion was 11          held off the record.) 12          - - -	
4        BY MR. LYONS: 5           Q.   I'm showing you what's been marked 6           as Deposition Exhibit 15. Can you identify this 7           document for me please? 8           A.   It's a corrected copy sent January 9           20, 2003 for Russell Anderson. 10          Q.   Same question for you. Is this the 11          one that was sent to Mr. Anderson? 12          A.   No, it is not. 13          Q.   So this one was not sent? 14          A.   This print was cancelled, and she 15          did a consumer disclosure and sent that one on 16          the same date. 17          Q.   So this one never got sent to Mr. 18          Anderson? 19          A.   That's correct. 20          Q.   Ms. Little, were you aware that, 21          after January 20, 2003, Plaintiff Russel Anderson 22          was again reported on a Trans Union credit report 23          as deceased? 24          A.   Yes.		13          BY MR. LYONS: 14          Q.   Do you know why Trans Union was 15          reporting Mr. Anderson as deceased after January 16          of 2002? 17          A.   Because that's how the creditor was 18          reporting it. 19          Q.   And do you know how Trans Union 20          received the information that Plaintiff Russell 21          Anderson was deceased? 22          A.   Do I know how Trans Union received 23          it? 24          Q.   Yes.	
1        Q.   And how were you made aware of that? 2        A.   Yesterday when I was reviewing the 3        history. 4        Q.   What document were you reviewing? 5        A.   I thought there was a later 6        disclosure request that it was back on there. 7        Q.   Do you see a later disclosure 8        request in the history search summary? 9        A.   No, I don't see it on there. 10       Q.   Is that where it would be? 11       A.   If there was another disclosure, 12       yes. 13       Q.   And does this tell the date it was 14       printed? 15       A.   The history search? 16       Q.   Yes. 17       A.   No. 18       Q.   So where do you think you learned 19       that information that there was another request? 20       MR. CENTO: I'm going to object and 21       instruct her not to answer. I think I know 22       where she learned that. Attorney-client 23       privilege. 24       BY MR. LYONS:	Page 71	1        A.   Through automated tape. 2        Q.   So it wasn't an update by UDF or a 3        letter from Cross Country Bank. Instead you 4        believe it was from the automated tape system? 5        A.   Yes. 6        Q.   And do you know whether or not 7        Plaintiff Russell Anderson disputed that with 8        Trans Union after January of 2003? 9        A.   I don't believe he did, no. 10       Q.   Is that currently the way it's 11       reporting right now as deceased? 12       A.   No. It was corrected in January of 13       '03. 14       Q.   Right. It was corrected in January 15       of '03 and then it came on subsequent to January 16       of '03 again, correct? 17       MR. CENTO: I'm going to object; 18       lack of foundation, beyond the scope of this 19       witness's knowledge. 20       THE WITNESS: I don't know because I 21       don't remember how I know that it was 22       rereported again. I don't know how it's 23       reporting as of today. 24       BY MR. LYONS:	Page 73

<p style="text-align: right;">Page 74</p> <p>1 Q. But, as far as you know, was there 2 another dispute process after January of '03 to 3 attempt to correct the deceased being placed on 4 there after January of '03? 5 A. No, there was not. 6 Q. Do you know whether, as of today, 7 Russell Anderson is still being reported as 8 deceased on his Trans Union credit report? 9 MR. CENTO: Same objection as my 10 previous objection. 11 THE WITNESS: I have no idea what's 12 on his report as of today.</p> <p>14 (Whereupon, Exhibit Trans Union-16 15 was marked for identification by the court 16 reporter.)</p> <p>18 BY MR. LYONS: 19 Q. Ms. Little, I'm showing you what's 20 been marked as Deposition Exhibit 16, TU272 21 through 278. Can you identify this document for 22 me please? 23 A. It's a consumer disclosure dated 24 3/30/04 on Russell Anderson.</p>	<p style="text-align: right;">Page 76</p> <p>1 MR. CENTO: Objection; vague and 2 ambiguous. Change made by whom? 3 MR. LYONS: Change made by Trans 4 Union. 5 MR. CENTO: And I will instruct the 6 witness not to disclose any information that 7 she might know from her attorneys or that is 8 related to anything that happened after this 9 litigation was filed. 10 THE WITNESS: The only change 11 consumer relations would have had would have 12 been up until the January of '03 dispute. 13 BY MR. LYONS: 14 Q. And, if a change was made after 15 January of '03, then it wasn't made by consumer 16 relations. Is that what you're telling me? 17 A. Yes, yes. 18 Q. Who else at Trans Union has the 19 ability to change a consumer credit file other 20 than consumer relations? 21 A. Well, there would be the maintenance 22 center if they received a UDF, any kind of 23 update. I mean they have the authority to make a 24 change.</p>
<p style="text-align: right;">Page 75</p> <p>1 Q. And it doesn't show that he is 2 deceased, correct? 3 A. Correct. 4 Q. If Trans Union changed the credit 5 report of Russell Anderson between January of '03 6 and March of '04, would that appear in any of the 7 documents that we've looked at already? 8 MR. CENTO: Objection. I will 9 instruct the witness not to answer. 10 Attorney-client privilege and work product. 11 BY MR. LYONS: 12 Q. Ms. Little, how does Trans Union 13 track changes made to a consumer's credit file 14 like Mr. Anderson? 15 A. In the consumer relations 16 department, everything is tracked through the 17 consumer relations system. 18 Q. And that's reported in the history 19 notes that we've looked at already? 20 A. Yes. 21 Q. So, if there had been a change made 22 between January of '03 and March of '04, it 23 should appear in that or that is where such a 24 change would occur?</p>	<p style="text-align: right;">Page 77</p> <p>1 Q. But that would be recorded in the 2 history notes, right? 3 A. No, it would not. 4 Q. Do they have their own set of notes? 5 A. They have their own system, yes. 6 Q. What is that system called? 7 A. I don't know. They're out in 8 Mississippi. 9 Q. So that's one potential possibility. 10 Any others that you can think of? 11 A. That's all I'm aware of. 12 Q. Is it your understanding as you sit 13 here today that Russell Anderson was denied 14 credit in April of 2003? 15 MR. CENTO: Objection; lack of 16 foundation. 17 THE WITNESS: I have no idea if he 18 was denied credit in April of 2003. 19 BY MR. LYONS: 20 Q. And you don't know how Trans Union 21 was reporting in April of 2003 about whether or 22 not Russell was alive or dead, correct? 23 MR. CENTO: Asked and answered, lack 24 of foundation.</p>

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1	THE WITNESS: Correct.	1	answered, lack of foundation.
2	MR. LYONS: Those are all the	2	THE WITNESS: I don't believe it
3	questions I have on Russell. We can take a	3	refers to it. It's probably some of the
4	break now.	4	same accounting history, but it's
5	- - -	5	different.
6	(Whereupon, a brief recess was held,	6	BY MR. LYONS:
7	Exhibit Trans Union-17 was marked for	7	Q. Different because of a different
8	identification by the court reporter during	8	number?
9	the recess)	9	A. Yes.
10	- - -	10	Q. And by "number", you meant account
11	BY MR. LYONS:	11	number, correct?
12	Q. Ms. Little, we took a break. I feel	12	A. Yes.
13	comfortable moving on now from Russell to Penny,	13	- - -
14	so I'm going to shift your focus to Penny	14	(Whereupon, Exhibit Trans Union-18
15	Anderson and her disputes.	15	was marked for identification by the court
16	A. Okay.	16	reporter.)
17	Q. Ms. Little, I'm showing you what's	17	- - -
18	been marked as Deposition Exhibit 17. That is	18	BY MR. LYONS:
19	TU172 through 177. Can you identify that	19	Q. Ms. Little, I'm showing you what's
20	document for me?	20	been marked as Deposition Exhibit 18, which is
21	A. Consumer disclosure for Penny	21	TU178 through TU183. Can you identify this
22	Anderson dated 12/30/00.	22	document?
23	Q. And anywhere in Exhibit 17 does	23	A. Consumer disclosure 5/12/01 for
24	Trans Union report that Penny Anderson is	24	Penny Anderson.
	Page 79		Page 81
1	deceased?	1	Q. Do you see the Cross Country Bank
2	MR. CENTO: Objection to the form.	2	trade line?
3	THE WITNESS: No.	3	A. Yes.
4	BY MR. LYONS:	4	Q. For the Visa account, correct?
5	Q. And the only Cross Country account	5	A. Yes.
6	that appears on Exhibit 17 is the Visa account?	6	Q. And it's not being reported as
7	A. Correct.	7	deceased?
8	Q. And does it say when that account	8	A. No.
9	was opened?	9	Q. Do you see any indication in the
10	A. 5/1998.	10	Trans Union report that we've marked as
11	Q. And do you know that to be accurate?	11	Deposition Exhibit 18 that would indicate that
12	A. I have no idea.	12	Ms. Anderson was deceased?
13	Q. In your preparation for this	13	A. No, I don't.
14	deposition, did you come to understand that the	14	- - -
15	Visa account that we see on TU174 was the same as	15	(Whereupon, Exhibit Trans Union-19
16	the MasterCard account that we looked at before	16	was marked for identification by the court
17	just with a different number?	17	reporter.)
18	A. Yes.	18	- - -
19	Q. So, when you look at TU174, do you	19	BY MR. LYONS:
20	believe that the Cross Country Bank trade line,	20	Q. Ms. Little, I'm showing you what's
21	where it says "Open 5 of 1998", probably refers	21	been marked as Deposition Exhibit 19, TU184
22	to the MasterCard account that was opened in 5 of	22	through 189. Can you identify this document for
23	1998?	23	me please?
24	MR. CENTO: Objection; asked and	24	A. This is TU190 through 195.

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1	Q. I'm glad that you were paying 2 attention to that. Thank you very much. 3 Can you identify Exhibit 19 please?	1	A. 203.
4	A. Consumer disclosure dated 11/15/01 5 for Penny Anderson.	2	Q. And she's being reported as deceased 3 related to the Cross Country Visa account that we 4 talked about earlier?
6	Q. Again, do you see any deceased 7 information contained within that Trans Union 8 report?	5	A. Yes.
9	A. No. - - - (Whereupon, Exhibit Trans Union-20 12 was marked for identification by the court 13 reporter.) - - -	6	Q. Anywhere else on the report?
14	BY MR. LYONS:	7	A. No.
15	Q. I'm showing you now what has been 17 marked as Deposition Exhibit 20, TU196 through 18 TU201, correct?	8	Q. Now, if you would turn to page 204, 9 you would agree with me, would you not, that 10 there was another Cross Country Bank account in 11 that report?
19	A. Yes.	12	A. Yes.
20	Q. Can you identify that document for 21 me?	13	Q. And does it bear the same or a 14 different number?
22	A. Consumer disclosure dated 2/28/02 23 for Penny Anderson.	15	A. It's a different number.
24	Q. And does that report indicate	16	Q. And it also is a Visa account, 17 correct?
		18	A. Yes, it is.
		19	Q. And that account was closed, 20 correct?
		21	A. Yes. - - - (Whereupon, Exhibit Trans Union-22 23 was marked for identification by the court
		24	
	Page 83		Page 85
1	anywhere that Mrs. Anderson is deceased?	1	reporter.) - - -
2	A. No. - - - (Whereupon, Exhibit Trans Union-21 5 was marked for identification by the court 6 reporter.) - - -	2	BY MR. LYONS:
3	BY MR. LYONS:	3	Q. I'm showing you what has been marked 4 as Deposition Exhibit 22, which should be TU53 5 through TU128, and then the very last page is 6 TU279; is that correct?
4	Q. Ms. Little, I'm showing you what's 10 been marked as Deposition Exhibit 21, which is 11 TU202 through 207, correct?	7	A. That's correct.
5	A. Yes.	8	MR. CENTO: Let's go off the record 9 please. - - -
6	Q. And can you identify that document 14 for me?	12	(Whereupon, a brief discussion was 13 held off the record.) - - -
7	A. Consumer disclosure dated 11/13/02 16 for Penny Anderson.	15	BY MR. LYONS:
8	Q. If you would look then inside of 18 Exhibit 21, do you see any reference to Trans 19 Union's report containing information on Penny 20 being deceased?	16	Q. Now, we took a short break and 17 looked through Exhibit 22, and it was determined 18 that TU0075 is not contained within your Exhibit 19 22, nor do I believe it's ever been produced 20 because I don't have a copy of it either.
9	MR. CENTO: Objection to form.	21	Now, Ms. Little, in reviewing 22 Exhibit 22, can you determine when was the first 23 time that Mrs. Anderson disputed anything with 24 Trans Union?
10	THE WITNESS: Yes.		
11	BY MR. LYONS:		
12	Q. On what page?		

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1	A. November 15, 2001.	1	Q. And what kind of communication was
2	Q. And what page are you looking at?	2	there between Penny and Trans Union in January of
3	A. TU91.	3	2001?
4	Q. And can you tell from TU91 what the	4	A. Well, there had to be a dispute
5	purpose of the communication was?	5	based on these screen prints.
6	A. No.	6	Q. And that's what I took from them as
7	Q. Do you know whether or not it was a	7	well, but then, when I look back at 091, I don't
8	dispute?	8	see that dispute reflected in the history search
9	A. It was a telephone call that	9	summary.
10	resulted in a dispute, yes.	10	MR. CENTO: Could we be missing the
11	Q. And do any of the other documents	11	summary?
12	contained within Exhibit 22 assist you in	12	THE WITNESS: You are because it's a
13	determining what kind of a dispute it was or what	13	different file number here, 00550044.
14	was the subject matter of the dispute?	14	That's what you don't have.
15	A. No, there's nothing in these	15	BY MR. LYONS:
16	documents on that.	16	Q. What does that mean, that there is a
17	Q. Do the history search summary notes	17	different file number?
18	ever get purged after a certain length of time?	18	A. There is probably another history
19	A. They are archived, but they're still	19	search summary screen based on this file number.
20	there. You could restore it.	20	Q. And is that a fragmented file?
21	Q. But would they still be appearing as	21	A. No.
22	we see them on page 91 if there was something	22	Q. It's just another file?
23	before November 2001?	23	A. Yes.
24	Do you understand my question?	24	Q. So how about TU066, does that relate
	Page 87		Page 89
1	A. No.	1	to the 044 file number?
2	Q. You said that there are some notes	2	A. I don't know.
3	that may be archived, correct?	3	Q. Did you see on TU191 where it says
4	A. No. You asked me the question do	4	"Redacted"?
5	they ever disappear? I said no, they're	5	A. Yes.
6	archived.	6	Q. Why is that there?
7	Q. But then are they still visible on	7	A. I didn't put it there. You would
8	the history search summary?	8	have to ask John.
9	A. Yes. If the history search summary	9	MR. LYONS: Off the record.
10	is archived, then everything is there. It's not	10	- - -
11	like pieces of it would be archived. The whole	11	(Whereupon, a brief discussion was
12	thing would be archived.	12	held off the record.)
13	Q. So is there any contact between	13	- - -
14	Penny Anderson and Trans Union before November of	14	BY MR. LYONS:
15	2001 showing on TU91?	15	Q. Back to January 16, 2001, looking at
16	A. No.	16	TU60 through 65, this appears to be some kind of
17	Q. But was there contact between Penny	17	a dispute concerning a collection account that
18	and Trans Union before November of 2001?	18	Ms. Penny Anderson had?
19	A. Not that I'm aware of.	19	A. Yes.
20	Q. Would you look at Trans Union 060	20	Q. And do you know whether or not --
21	through 065. Is there an indication that there	21	well, do you know what the dispute was about from
22	was communications between Penny and Trans Union	22	looking at 60 through 65?
23	in 2001?	23	A. I would think, based on the changes
24	A. In 2001, yes.	24	that were made, she was disputing the balance,

<p>1 stating it was paid.</p> <p>2 Q. And that change was made?</p> <p>3 A. Yes, it was.</p> <p>4 Q. And was that favorable to the</p> <p>5 consumer?</p> <p>6 A. Yes.</p> <p>7 Q. And does it reflect that in TU60</p> <p>8 through 61?</p> <p>9 A. No.</p> <p>10 Q. Why?</p> <p>11 A. Because they didn't send the</p> <p>12 verification form. They're using the</p> <p>13 documentation she supplied to make that change.</p> <p>14 Q. What documentation was that?</p> <p>15 A. I don't know. I would have to see</p> <p>16 what she sent in in January.</p> <p>17 Q. But do you know something was sent</p> <p>18 in?</p> <p>19 A. In the DAVE field, they have "Per</p> <p>20 doc", so I'm sure she sent something in.</p> <p>21 Q. Where did you see that?</p> <p>22 A. In the DAVE field on 60.</p> <p>23 Q. Where it says "Per doc???"</p> <p>24 A. Yes.</p>	Page 90	<p>1 creditor's instructions.</p> <p>2 Q. And, on 64, the operator ID was</p> <p>3 what?</p> <p>4 A. This is an auto response.</p> <p>5 Q. And, if you could look at 066, is</p> <p>6 this having to do with the same dispute?</p> <p>7 A. No.</p> <p>8 Q. This is different?</p> <p>9 A. It has the same account number, but</p> <p>10 the subscriber name here is different.</p> <p>11 Q. It looks like, on 064, it's Arizona</p> <p>12 Public Service Company, and on 066 it looks like</p> <p>13 Arizona Public Service Company, right?</p> <p>14 A. I don't see where you're seeing the</p> <p>15 Arizona.</p> <p>16 Q. Up at the top?</p> <p>17 A. Oh, okay, yes.</p> <p>18 Q. So do you think it's the same?</p> <p>19 A. Yes.</p> <p>20 Q. And the audit trail 066 related to</p> <p>21 this January 16, 2001 dispute was that the</p> <p>22 information that Penny Anderson was disputing was</p> <p>23 cloaked or suppressed by the data furnisher?</p> <p>24 A. Yes.</p>	Page 92
<p>1 Q. And then, if you look at 062, does</p> <p>2 that show that the account then was changed to</p> <p>3 paid?</p> <p>4 A. Yes.</p> <p>5 Q. Then, if you would go to 063, there</p> <p>6 seems to be a comment. I'm wondering if you</p> <p>7 could help me with what that is?</p> <p>8 A. There had to be other documentation</p> <p>9 that was sent in, and the operator went in and</p> <p>10 put in why she would not accept the one piece of</p> <p>11 documentation. It had a different account number</p> <p>12 on it.</p> <p>13 Q. And then, if you could look at 64</p> <p>14 and 65, is this a separate dispute or the same</p> <p>15 dispute?</p> <p>16 A. You mean the same time?</p> <p>17 Q. Yes.</p> <p>18 A. It's the same time.</p> <p>19 Q. But does it appear to be involved</p> <p>20 with a different trade line?</p> <p>21 A. Yes.</p> <p>22 Q. And was there any change made</p> <p>23 regarding the trade line that we see on 64?</p> <p>24 A. This was cloaked based on the</p>	Page 91	<p>1 Q. And that dispute concerning Arizona</p> <p>2 Public Service Company, that was a more favorable</p> <p>3 change, correct?</p> <p>4 MR. CENTO: Object to the form.</p> <p>5 THE WITNESS: Yes.</p> <p>6 BY MR. LYONS:</p> <p>7 Q. And it was marked as such in the</p> <p>8 trade set detail, correct?</p> <p>9 A. Yes.</p> <p>10 Q. So is it fair to say that both items</p> <p>11 that Mrs. Anderson was disputing in January of</p> <p>12 2001 were resolved the way she wanted them to be?</p> <p>13 A. Yes.</p> <p>14 Q. If you would refer to the history</p> <p>15 search summary contained within Deposition</p> <p>16 Exhibit 22 again please, on page 092, it also</p> <p>17 appears that there is information redacted. Do</p> <p>18 you see that?</p> <p>19 A. Yes.</p> <p>20 Q. And do you have any idea why that</p> <p>21 was redacted?</p> <p>22 A. No.</p> <p>23 Q. And, if you would look at 125</p> <p>24 through 128, does that appear to be the same as</p>	Page 93

<p>1 91 through 94?</p> <p>2 A. What was that again?</p> <p>3 Q. 91 through 94 and 125 through 128, 4 are those the same?</p> <p>5 A. Yes.</p> <p>6 Q. Do you see, on page TU94, where it 7 says "More" under the last line?</p> <p>8 A. Yes.</p> <p>9 Q. What does that mean?</p> <p>10 A. It means that there's additional 11 FINs under that consumer's information.</p> <p>12 Q. Additional file numbers?</p> <p>13 A. Right.</p> <p>14 Q. And we already talked about that 15 before. There was an additional file number for 16 Penny Anderson?</p> <p>17 A. Yes.</p> <p>18 Q. Now, why would there be an 19 additional file number for Penny Anderson?</p> <p>20 A. It's possible that some of her other 21 files may have been archived, and they created a 22 new FIN rather than restore the old one.</p> <p>23 Q. And is it also possible that there 24 is a fragmented file?</p>	<p>Page 94</p> <p>1 A. Well, actually TU067, that's the 2 same FIN number.</p> <p>3 Q. The FIN number on 067 matches the 4 FIN number found on TU91, correct?</p> <p>5 A. Yes.</p> <p>6 Q. But does that show what the dispute 7 was related to?</p> <p>8 A. No.</p> <p>9 Q. What does TU067 show?</p> <p>10 A. It just shows you that they had 11 typed over the last name. That's all.</p> <p>12 Q. Do you see anything else related to 13 that November 15, 2001 dispute?</p> <p>14 A. No.</p> <p>15 Q. So it's potentially possible that 16 Mrs. Anderson may have been disputing something 17 about Cross Country Bank at that time; is that 18 correct?</p> <p>19 A. I don't know without seeing the 20 documents or her letter of dispute or something.</p> <p>21 Q. The next contact between Penny 22 Anderson and Trans Union is when according to the 23 history search summary?</p> <p>24 A. February of '02. She got a copy of</p>
<p>1 A. No. Fragmented files refers to files 2 within a different database, not the consumer 3 relations system.</p> <p>4 MR. LYONS: Let's take a short 5 break.</p> <p>6 - - -</p> <p>7 (Whereupon, a lunch recess was 8 held.)</p> <p>9 - - -</p> <p>10 BY MR. LYONS:</p> <p>11 Q. Ms. Little, in looking back on the 12 history search summary, the first indication of a 13 dispute according to this document is in November 14 of 2001; is that correct?</p> <p>15 A. Yes.</p> <p>16 Q. And, in looking through any of the 17 documents contained in Deposition Exhibit 22, did 18 you find any related to a November 2001 dispute?</p> <p>19 A. No.</p> <p>20 Q. And that may be because it may 21 belong to a different FIN number, or why do we 22 not see any in here?</p> <p>23 A. I don't know.</p> <p>24 Q. So potentially that dispute in --</p>	<p>Page 95</p> <p>1 her credit report. Then the next dispute would 2 have been November 6, 2002.</p> <p>3 Q. And the November 6 dispute is the 4 dispute that we discussed previously in Trans 5 Union Deposition Exhibit 5, correct?</p> <p>6 A. Yes.</p> <p>7 Q. Would you turn to TU73 and TU74 8 please. Tell me if those two documents are 9 related to the November 2002 dispute?</p> <p>10 A. Yes.</p> <p>11 Q. And TU0073 indicates what?</p> <p>12 A. How the account was originally being 13 reported and then what correction was going to be 14 made.</p> <p>15 Q. And were there any corrections made?</p> <p>16 A. Just the payment history.</p> <p>17 Q. And what change to the payment 18 history was made?</p> <p>19 A. They were going to remove that.</p> <p>20 Q. They deleted the payment history, 21 correct?</p> <p>22 A. Yes.</p> <p>23 Q. But the deceased information was 24 verified as accurate; is that correct?</p>

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1	A. Yes.	1	Q. And can you identify that document
2	Q. And was that an automated response	2	for me please?
3	from Cross Country Bank to Trans Union?	3	A. It's the revised copy of our
4	A. Yes.	4	November dispute dated 11/26/02.
5	-----	5	Q. And the results of the investigation
6	(Whereupon, Exhibit Trans Union-23	6	were what?
7	was marked for identification by the court	7	A. It was verified no change.
8	reporter.)	8	Q. Now, did anyone from Trans Union
9	-----	9	call Mr. or Mrs. Anderson in November of 2002 to
10	BY MR. LYONS:	10	the best of your recollection?
11	Q. Ms. Little, I'm showing you what's	11	A. Not that I'm aware of, no.
12	been marked as Exhibit 23. This is TU0051. Can	12	Q. And you would agree with me, would
13	you identify this document for me?	13	you not, that Deposition Exhibit 5, the November
14	A. It's a copy of an ACDV that was sent	14	2002 dispute letter, has a daytime telephone
15	to Cross Country.	15	number for Penny and Russell Anderson, correct?
16	Q. By Trans Union, correct?	16	A. Yes, it does.
17	A. Yes.	17	Q. And is it fair to say that it's not
18	Q. And this is similar, is it not, to	18	Trans Union's policy or procedure in
19	the ACDV related to Russell Anderson that we	19	investigating a dispute to call the consumer?
20	previously marked as Deposition Exhibit 8?	20	A. That's correct.
21	MR. CENTO: Object to the form.	21	Q. And Trans Union wasn't seeking any
22	THE WITNESS: It's similar, yes.	22	additional information from the Andersons in
23	BY MR. LYONS:	23	November of 2002 to investigate the Andersons'
24	Q. And the only difference is that --	24	dispute, were they?
	Page 99		Page 101
1	well, you tell me what the differences are	1	A. No.
2	please?	2	Q. Was there any additional information
3	A. On TU051, they don't have the	3	that the Andersons could have provided to Trans
4	asterisk under the ECOA. Their remarks are	4	Union in November of 2002 to prove that they were
5	different. On Penny's, it says "Deceased, not	5	alive?
6	deceased. Account open." Then on Russell's, it	6	A. No.
7	says "Deceased, not deceased. Joint consumer."	7	Q. And is it fair to say that Trans
8	Q. And does it appear that it was the	8	Union believed that they were alive?
9	same Cross Country Bank employee that verified or	9	A. Yes.
10	authorized the changes?	10	Q. And is it fair to say that,
11	A. Yes.	11	regardless of what Trans Union believed, as long
12	Q. Anything else similar or is there	12	as Cross Country Bank told Trans Union that the
13	anything else different from the two ACDVs?	13	Andersons were dead, then that's how Trans Union
14	A. No.	14	was going to report the Cross Country Bank trade
15	-----	15	line on the Trans Union report?
16	(Whereupon, Exhibit Trans Union-24	16	A. Again, the deceased comment is
17	was marked for identification by the court	17	referring to part of the account history. So, if
18	reporter.)	18	it's part of the history and they're reporting
19	-----	19	that, then yes, it would stay on the report.
20	BY MR. LYONS:	20	Q. Regardless of what the Andersons
21	Q. I'm showing you what has been marked	21	tell Trans Union, correct?
22	as Deposition Exhibit 24. Does it bear bates	22	MR. CENTO: Object to form.
23	labels TU7 through 13?	23	THE WITNESS: Well, they can put a
24	A. Yes.	24	statement on their file based on the

<p style="text-align: right;">Page 102</p> <p>1 documentation. Even though the bank 2 reverified it as verified as reported, based 3 on the documentation they provided, it was 4 changed.</p> <p>5 BY MR. LYONS:</p> <p>6 Q. Based on the documentation that the 7 Andersons provided in November of 2002?</p> <p>8 A. No; at the later date when we get 9 that January 8th letter.</p> <p>10 Q. But in November of 2002 --</p> <p>11 A. We relied on the creditor's 12 response, yes.</p> <p>13 Q. Exclusively, correct?</p> <p>14 A. Yes.</p> <p>15 Q. After November of 2002, when is the 16 next time that Trans Union is contacted by Penny 17 Anderson?</p> <p>18 A. January of '03.</p> <p>19 Q. And do you know the exact date?</p> <p>20 A. January 7th.</p> <p>21 Q. And you're referring to TU093?</p> <p>22 A. Yes.</p> <p>23 Q. And, if you will look at Deposition 24 Exhibit 22, specifically page 76, can you</p>	<p style="text-align: right;">Page 104</p> <p>1 Q. And then did the file go to priority 2 processing?</p> <p>3 A. I believe it did, yes. Yes, the 4 next screen, page 78, says "Received PP." That 5 means received by priority processing.</p> <p>6 Q. And the next page on 79?</p> <p>7 A. Just stating that they received a 8 one-page fax 1/8/03.</p> <p>9 Q. Can you turn back to 78 just for a 10 minute. This looks like a different operator 11 entering the comment on page 78; is that correct?</p> <p>12 A. Yes, I believe it was.</p> <p>13 Q. Now, why would a different operator 14 be assigned or be entering comments?</p> <p>15 A. Because they forwarded it to 16 priority processing. When priority gets it, this 17 is the operator going in and making that comment.</p> <p>18 Q. And then, if you look on 79, it has 19 a different operator ID number on page 79, 20 correct?</p> <p>21 A. Right.</p> <p>22 Q. And that would have been the 23 operator that received the fax?</p> <p>24 A. Yes.</p>
<p style="text-align: right;">Page 103</p> <p>1 identify what this comment means?</p> <p>2 A. We received a call from Mr. 3 Anderson. He was going to fax over a letter from 4 the bank regarding the deceased comment. It 5 should cover him and his spouse, and they'll put 6 the file number on the letter. They gave out 7 4606 as our fax number.</p> <p>8 Q. Is that the fax number?</p> <p>9 A. Yes.</p> <p>10 Q. And then, if you would turn to page 11 77 please, can you identify or explain to me what 12 this comment means?</p> <p>13 A. "Last F4 forwarded to priority for 14 mortgage pending." The F is the key that we 15 would hit to get to the comment screen. So she's 16 saying the last F4 comment was forwarded to 17 priority for mortgage pending.</p> <p>18 Q. And do you believe that's related to 19 some mortgage they were trying to get in January 20 of '03?</p> <p>21 A. Yes.</p> <p>22 Q. And do you know who Operator C5846 23 is?</p> <p>24 A. No.</p>	<p style="text-align: right;">Page 105</p> <p>1 Q. And the fax that is being discussed 2 and commented on by Trans Union is what we've 3 previously marked as Deposition Exhibit 10?</p> <p>4 A. Yes.</p> <p>5 Q. Now, if you turn to TU080, can you 6 identify for me what this comment means?</p> <p>7 A. Based on the fact that it was 8 outsourced to priority as a mortgage pending, 9 they attempted to do a phone verification and the 10 bank would not verify over the phone.</p> <p>11 Q. And is that typical or not typical 12 that a data furnisher would not verify something 13 with TU over the phone?</p> <p>14 MR. CENTO: Object to the form.</p> <p>15 THE WITNESS: There are many 16 subscribers that will not release any 17 information over the phone.</p> <p>18 BY MR. LYONS:</p> <p>19 Q. But Trans Union has some kind of a 20 relationship with these data furnishers, do they 21 not?</p> <p>22 MR. CENTO: Object to the form.</p> <p>23 THE WITNESS: Yes.</p> <p>24 BY MR. LYONS:</p>

<p style="text-align: right;">Page 106</p> <p>1 Q. And are they supposed to release 2 information to you over the phone? 3 A. No. They have to respond when we 4 send the verification forms out, but they don't 5 have to release any information over the phone. 6 Q. And we may have talked about this 7 before, but is it your understanding that a CDV 8 was sent to Cross Country Bank at this time? 9 A. I believe it was. 10 Q. So, in addition to doing the phone 11 verification, they also sent a CDV? 12 A. Yes. 13 Q. And the CDV turned out how? 14 A. Well, I don't know that we got that 15 CDV back. This is where they used to document to 16 change it. 17 Q. And your' re looking at 81? 18 A. 81, 82 and 83. 19 Q. And 81 shows what? 20 A. The operator went in and removed the 21 deceased remark. 22 Q. But failed to change the? 23 A. ECOA. 24 Q. And do you know which operator that</p>	<p style="text-align: right;">Page 108</p> <p>1 code there. Do you see that? 2 A. Yes. 3 Q. And the A4 code means what? 4 A. A4 is consumer not liable for 5 account, verified ECOA code, provide complete ID. 6 Q. So is that dispute relevant to the 7 dispute that Penny Anderson tried to initiate? 8 A. I believe it is, yes. 9 Q. But she wasn't claiming that she 10 wasn't liable for the account, was she? 11 A. No, but she's disputing the remarks 12 comment, and that's being generated by the ECOA. 13 So we're asking for a vote. 14 Q. If a consumer is worried about or is 15 disputing the deceased code or -- let me start 16 over. Strike that. 17 If a consumer is disputing with 18 Trans Union saying that they're not deceased, 19 what code or codes should be entered? 20 A. I believe it should be A4 and B7. 21 Q. Should be both? 22 A. I would think so, yes. 23 Q. So one code is not necessarily 24 enough; is that fair to say?</p>
<p style="text-align: right;">Page 107</p> <p>1 is? 2 A. 5383. I don't know who it is. 3 Q. And, when a Trans Union operator 4 fails to make the proper change, is there any 5 disciplinary action taken against that operator? 6 MR. CENTO: Object to the form. 7 THE WITNESS: If we're aware of it, 8 then it would count against your quality 9 control stats, yes. 10 BY MR. LYONS: 11 Q. And do you know if that operator was 12 ever reprimanded for failing to properly notate 13 the Trans Union file? 14 A. I don't know that this file ever had 15 any QAs done on it prior to us receiving the 16 complaint. 17 Q. If you would turn to page 82 please. 18 A. Okay. 19 Q. There is a comment or a claim or a 20 dispute code entered of B7. That was the same 21 code we saw before when we talked about Russell 22 Anderson's case. Do you remember that? 23 A. Yes. 24 Q. But now there is an additional A4</p>	<p style="text-align: right;">Page 109</p> <p>1 A. Well, no, because it is enough. 2 You'll see on the other ACDVs that we had, the 3 creditor addressed those issues, but their 4 request was overrode by the fact that they put 5 verified as reported. So the fact that didn't 6 have an A4 didn't change that response. It's 7 still addressed to ECOA code. 8 Q. But would you agree with me that, by 9 putting down both codes as opposed to just one 10 code, then there would be protection in the 11 future. If the same account comes on again as a 12 deceased and the consumer wanted to dispute it, 13 there would at least be record that that code had 14 been used, correct? 15 MR. CENTO: Objection; asked and 16 answered. 17 BY MR. LYONS: 18 Q. Do you follow what I'm saying? 19 A. No, I don't. It's not going to 20 prevent it from being rereported. 21 Q. No, but, if I understand some of the 22 testimony that I received yesterday from Trans 23 Union employees, if a B7 code is entered, and six 24 months later there's another dispute concerning</p>

<p style="text-align: right;">Page 110</p> <p>1 the same trade line and the B7 code is entered 2 again, that will cause the system to alert the 3 operator; is that correct?</p> <p>4 MR. CENTO: Objection; lacking 5 foundation, calls for speculation and 6 mischaracterizes testimony given yesterday 7 in another non-related case. You can answer 8 if you can.</p> <p>9 THE WITNESS: If they use the same 10 claim code and it's the same trade line, and 11 we previously investigate within a 12 certain -- I think it's 59 days. They'll 13 say that this was previously investigated, 14 and the system will generate a letter saying 15 it's already been previously verified. If 16 they use a different claim code, then the 17 verification is going to go out.</p> <p>18 BY MR. LYONS:</p> <p>19 Q. I appreciate that clarification. 20 So the notice about the 50 days or 21 the time limit on the 59 days, that doesn't alert 22 the operator, does it? That just sends out an 23 automatic letter, correct?</p> <p>24 A. The operator does see something that</p>	<p style="text-align: right;">Page 112</p> <p>1 ambiguous, asked and answered. 2 THE WITNESS: It provides additional 3 information, yes. Both codes can be used. 4 In my case, I think they both should be 5 used.</p> <p>6 BY MR. LYONS:</p> <p>7 Q. They both should be used? 8 A. I think so, yes. 9 Q. Then, if you turn to TU83, is that 10 the audit trail for this January 2003 dispute? 11 A. Yes, yes. 12 Q. Showing what? 13 A. They deleted the deceased comment as 14 of January 2003, but they did not change the 15 ECOA. 16 Q. And TU00085, that appears to be a 17 change that was also made on Penny Anderson's 18 account on January 7, 2003; is that correct? 19 A. Yes. 20 Q. And that change was what? 21 A. They added the "Do not merge" 22 statement. 23 Q. And we talked about that before with 24 Russell, and you're not sure why that change was</p>
<p style="text-align: right;">Page 111</p> <p>1 they will be able to override it. 2 Q. The operator will be able to 3 override the letter that would be sent out? 4 A. Yes, yes. 5 Q. But that cue or that timeframe is 6 only 59 days? 7 A. I believe it's 59 days and maybe 120 8 for ownership if they're disputing it's not my 9 account. 10 Q. Would it be in compliance with Trans 11 Union's policies and procedures to just state one 12 code as opposed to the two that we see here on 13 TU82?</p> <p>14 MR. CENTO: Objection; vague and 15 ambiguous, asked and answered. 16 THE WITNESS: Yes, I think they 17 could use just the one code.</p> <p>18 BY MR. LYONS:</p> <p>19 Q. Let me rephrase that because I don't 20 think you understood my question. 21 If you use both dispute codes, is 22 that what Trans Union would prefer that the 23 operators do? 24 MR. CENTO: Objection; vague and</p>	<p style="text-align: right;">Page 113</p> <p>1 made; is that correct? 2 A. Yes, yes. 3 Q. What do TU86 and 87 represent? 4 A. This is again audit trail of 5 maintenance information, and the only thing that 6 will show you is that, on 86, there was nothing 7 done in those fields. On 87, it will show you 8 the "Do not merge" was added. 9 Q. Thank you. 10 Would you agree with me that 112 11 through 117 appear to be duplicates of 81 through 12 85? 13 A. Yes, these are all duplicates. 14 Q. Is 119, 120 and 121 a duplicate as 15 well? 16 A. Yes, 119, 120 and 121 are 17 duplicates. 18 Q. Now, focusing on TU88, it appears 19 that, on or about January 20, 2003, an additional 20 dispute was received by Trans Union; is that 21 correct? 22 A. This is dated 1/20/03, right. This 23 is based on the telephone call we received. 24 Q. And the phone call is referenced in</p>

<p style="text-align: right;">Page 114</p> <p>1 TU118; is that correct?</p> <p>2 A. Yes.</p> <p>3 Q. And that 118 indicates what comment?</p> <p>4 A. "Consumer called regarding the CBC</p> <p>5 account reporting consumers deceased. CBC</p> <p>6 removed DEC remark, but did not change ECOA.</p> <p>7 Updated remark in ECOA."</p> <p>8 Q. And TU88 and 89 and 90 show that</p> <p>9 change that should have been made the first time</p> <p>10 but is now being made on January 20, 2003,</p> <p>11 correct?</p> <p>12 A. Yes.</p> <p>13 Q. 122, 123 and 124, do those go</p> <p>14 together related to the January 20, 2003 dispute?</p> <p>15 A. Yes.</p> <p>16 Q. And do those appear to be</p> <p>17 duplicates?</p> <p>18 A. Yes.</p> <p>19 - - -</p> <p>20 (Whereupon, Exhibit Trans Union-25</p> <p>21 was marked for identification by the court</p> <p>22 reporter.)</p> <p>23 - - -</p> <p>24 BY MR. LYONS:</p>	<p style="text-align: right;">Page 116</p> <p>1 A. Yes.</p> <p>2 Q. And 25 is what?</p> <p>3 A. The results of the changes made on</p> <p>4 1/13.</p> <p>5 Q. Which again show that the Cross</p> <p>6 Country Bank trade line ending 6736 is still</p> <p>7 being reported as deceased, correct?</p> <p>8 A. Yes.</p> <p>9 Q. Do the operators look at the</p> <p>10 disclosures before they get sent out?</p> <p>11 A. No.</p> <p>12 Q. Does any human being ever look at a</p> <p>13 disclosure at Trans Union before it gets sent</p> <p>14 out?</p> <p>15 A. No.</p> <p>16 - - -</p> <p>17 (Whereupon, Exhibit Trans Union-27</p> <p>18 was marked for identification by the court</p> <p>19 reporter.)</p> <p>20 - - -</p> <p>21 BY MR. LYONS:</p> <p>22 Q. I'm showing you what has been marked</p> <p>23 as Deposition Exhibit 27. Can you identify this</p> <p>24 document for us please?</p>
<p style="text-align: right;">Page 115</p> <p>1 Q. Ms. Little, I'm showing you what's</p> <p>2 been marked as Deposition Exhibit 25. That</p> <p>3 should be TU208 through TU213; is that correct?</p> <p>4 A. No. It's 14 through 20.</p> <p>5 Q. TU14 through 20?</p> <p>6 A. Yes.</p> <p>7 MR. LYONS: For the record, TU14</p> <p>8 through 20 is Deposition Exhibit 25, and</p> <p>9 TU208 through 213 is Exhibit 26. Let's go</p> <p>10 ahead and mark that.</p> <p>11 - - -</p> <p>12 (Whereupon, Exhibit Trans Union-26</p> <p>13 was marked for identification by the court</p> <p>14 reporter.)</p> <p>15 - - -</p> <p>16 BY MR. LYONS:</p> <p>17 Q. Let's look at 26 first. Can you</p> <p>18 identify that document for us please?</p> <p>19 A. It's a consumer disclosure that was</p> <p>20 sent January 7, 2003.</p> <p>21 Q. And that continues to have the</p> <p>22 consumer deceased information in the TU report</p> <p>23 related to Cross Country Bank account number</p> <p>24 6736, correct?</p>	<p style="text-align: right;">Page 117</p> <p>1 A. It's a consumer disclosure dated</p> <p>2 January 20, 2003.</p> <p>3 Q. And the deceased information that</p> <p>4 was previously being reported as inaccurate has</p> <p>5 now been corrected; is that your testimony?</p> <p>6 A. Yes.</p> <p>7 - - -</p> <p>8 (Whereupon, Exhibit Trans Union-28</p> <p>9 was marked for identification by the court</p> <p>10 reporter.)</p> <p>11 - - -</p> <p>12 BY MR. LYONS:</p> <p>13 Q. I'm showing you what has been marked</p> <p>14 as Deposition Exhibit 28. Can you identify this</p> <p>15 document for me, Ms. Little?</p> <p>16 A. This is, I would say, an internal</p> <p>17 disclosure that was pulled January 20, 2003.</p> <p>18 Q. But this disclosure shows the Cross</p> <p>19 Country Bank ending at 9285 as being -- strike</p> <p>20 that.</p> <p>21 This disclosure shows Cross Country</p> <p>22 Bank account number 6736 reported as deceased; is</p> <p>23 that right?</p> <p>24 A. That's correct.</p>

	Page 118		Page 120
1		1	account 6736, correct?
2	(Whereupon, Exhibit Trans Union-29	2	A. Yes.
3	was marked for identification by the court	3	Q. Do you know why this inaccurate
4	reporter.)	4	information is back on Penny Anderson's credit
5	-----	5	report?
6	BY MR. LYONS:	6	A. Just that it was rereported in June
7	Q. Can you identify Exhibit 29 please?	7	of 2003 by the bank.
8	A. This is the revised copy after the	8	Q. And do you believe that is the month
9	change was made on January 20, 2003.	9	that it was first reported back by the bank?
10	Q. And there is no deceased reporting	10	A. I don't know when it was first
11	contained within Exhibit 29, correct?	11	reported. I mean our last activity was January.
12	A. Correct.	12	The next activity is June.
13	-----	13	Q. Are you aware of any communication
14	(Whereupon, Exhibit Trans Union-30	14	between Trans Union and Cross Country Bank after,
15	was marked for identification by the court	15	or at any time for that matter, related to the
16	reporter.)	16	Andersons about why they keep reporting the
17	-----	17	Plaintiffs as deceased?
18	BY MR. LYONS:	18	A. I'm not aware of anything.
19	Q. Ms. Little, I'm showing you what has	19	Q. Would that be something that your
20	been marked as Deposition Exhibit 30. It should	20	department would handle, or who would handle
21	be TU227 through TU234. Do you have that	21	communications like that to find out why they
22	document in front of you?	22	keep reporting inaccurate information?
23	A. Yes.	23	A. I don't know what area would handle
24	Q. Can you identify this document?	24	that.
	Page 119		Page 121
1	A. It's a consumer disclosure for Penny	1	Q. But you know it's not yours?
2	Anderson dated June 17, 2003.	2	A. Right.
3	Q. And, if you would look at TU94, does	3	Q. Do you think this type of
4	it show that this disclosure was requested by	4	rereporting of obviously inaccurate information
5	Mrs. Anderson?	5	makes Cross Country Bank an unreliable source of
6	A. Yes.	6	information?
7	Q. On or about June 17th?	7	MR. CENTO: Objection; calls for
8	A. Right.	8	speculation. It calls for the witness, who
9	Q. It was requested by phone or in	9	is a fact witness, to give his opinion. You
10	writing?	10	can answer if you can.
11	A. I believe she called our automated	11	THE WITNESS: I don't know that my
12	disclosure number.	12	opinion would matter. I mean they're a
13	Q. Does anybody at Trans Union -- I	13	subscriber.
14	think I already asked you this before. Nobody at	14	BY MR. LYONS:
15	Trans Union looks over the disclosures before	15	Q. Well, do you think this is an
16	they go out, correct?	16	indication of unreliability by the data
17	A. Correct.	17	furnisher?
18	Q. In Deposition Exhibit 30, again,	18	MR. CENTO: Same objection, also
19	Penny L. Anderson is being reported as deceased;	19	lack of foundation. You can answer.
20	is that correct?	20	THE WITNESS: In this case, yes.
21	MR. CENTO: Object to the form.	21	BY MR. LYONS:
22	THE WITNESS: Yes.	22	Q. If you could look back at Deposition
23	BY MR. LYONS:	23	Exhibit 29 -- I'm sorry. Deposition Exhibit 28
24	Q. Related to Cross Country Bank	24	please.

	Page 122		Page 124
1	A. Yes.	1	A. Probably Gwen Bower.
2	Q. Neither 28 nor 29 actually provide	2	Q. So Gwen Bower in maintenance, and
3	an indication in the trade line of Cross Country	3	you said they were in Alabama?
4	Bank 6736 -- trade line that shows that the	4	A. Mississippi.
5	consumer had disputed that trade line; is that	5	Q. And does Trans Union have an
6	correct?	6	internal legal department as well?
7	A. Correct.	7	A. Yes.
8	-----	8	Q. And where are they located at?
9	(Whereupon, Exhibit Trans Union-31	9	A. Chicago.
10	was marked for identification by the court	10	Q. And who is your contact person
11	reporter.)	11	there?
12	-----	12	A. At corporate?
13	BY MR. LYONS:	13	Q. At corporate legal.
14	Q. I'm showing you what's been marked	14	A. Dan Halverson or Pat Norris.
15	as Deposition Exhibit 31, TU265 through 261,	15	Q. If you could look at page 279
16	correct?	16	please, which was part of Deposition Exhibit 22,
17	A. Yes.	17	can you tell me what this document is please?
18	Q. And what is Exhibit 31?	18	A. This is a comment screen from
19	A. It's a disclosure dated 3/30/04 for	19	9/29/99 where the consumer had called our
20	Penny Anderson.	20	disclosure automation line. "DAP item deleted.
21	Q. And is there any indication in this	21	Ident code entered D. Item entered 9/27/99 with
22	report that Penny was deceased?	22	subscriber code name."
23	A. No.	23	Q. And what does all that mean?
24	Q. How does Trans Union stop Cross	24	A. She went through the audited cue.
	Page 123		Page 125
1	Country Bank from reporting inaccurate	1	There probably had to be already a disclosure
2	information about Penny being dead when she's	2	there, where she went to our main cue, and that
3	not?	3	item was deleted on 9/27/99, just her request.
4	MR. CENTO: Objection; vague and	4	Q. Her request for a disclosure?
5	ambiguous, calls for speculation, improper	5	A. Right, because it was probably
6	foundation. Go ahead.	6	already sent.
7	THE WITNESS: The only way to	7	Q. Do you know right now as you sit
8	prevent it is to cloak the entire account.	8	here today how or whether Trans Union's report
9	BY MR. LYONS:	9	for Penny Anderson shows her as being deceased?
10	Q. That's the only way to do it; that	10	MR. CENTO: Object to the form.
11	would be the only way to stop them? Well, that's	11	THE WITNESS: I don't know how her
12	not really stopping them. That's just Trans	12	report shows as of today.
13	Union taking a precaution against them doing it	13	BY MR. LYONS:
14	again, right?	14	Q. And, if you would look back at
15	A. Right.	15	Deposition Exhibit 1 please, you testified that
16	Q. Has that been done?	16	you never saw Exhibit 1; is that correct?
17	A. I don't know.	17	A. Yes.
18	Q. If Trans Union had done that, would	18	Q. If you turn to page 4, we had asked
19	it show up in the history search summary?	19	for a current copy of the Plaintiffs' credit
20	A. Another department or another	20	reports. You didn't bring those with you, did
21	division of Trans Union could have done it, but	21	you?
22	consumer relations did not do it.	22	A. No.
23	Q. Who is your equivalent, if you know,	23	Q. Did you bring any documents to
24	in the maintenance department?	24	today's deposition?

<p>1 A. No.</p> <p>2 Q. Would you agree with me that it is</p> <p>3 possible that a Trans Union credit report may</p> <p>4 show that Cross Country Bank has reported the</p> <p>5 Plaintiffs again as deceased, that that is a</p> <p>6 possibility?</p> <p>7 A. Sure, it's a possibility. I don't</p> <p>8 know that to be a fact.</p> <p>9 Q. But it could be happening right now</p> <p>10 and it could happen in a month from now, correct?</p> <p>11 A. It could, yes.</p> <p>12 Q. And the only way to stop that is the</p> <p>13 way that you described, for Trans Union to take</p> <p>14 the initiative and cloak that account, correct?</p> <p>15 A. Well, I mean the bank could also</p> <p>16 change their tape that they're sending in every</p> <p>17 month. For Trans Union, the only way to prevent</p> <p>18 it is to cloak it.</p> <p>19 Q. Right. The only way for Trans Union</p> <p>20 to proactively make sure that this inaccurate</p> <p>21 information doesn't get back on again is for</p> <p>22 Trans Union to cloak it, correct?</p> <p>23 A. Yes.</p> <p>24 Q. Does your department ever pick up</p>	<p>Page 126</p> <p>1 give it to someone else. I mean that doesn't</p> <p>2 happen.</p> <p>3 Q. How does it come to your attention?</p> <p>4 Does the consumer or somebody internally at TU</p> <p>5 bring it to your attention?</p> <p>6 A. It could be the consumer or an</p> <p>7 internal associate who brings it to me.</p> <p>8 Q. We talked a little bit about some of</p> <p>9 the topic areas that you were designated for</p> <p>10 today. Topic area D said Trans Union's policies</p> <p>11 and procedures for responding to Plaintiffs'</p> <p>12 consumer disputes. We talked about those.</p> <p>13 Are you aware of any other dispute</p> <p>14 the Plaintiffs have made regarding not being</p> <p>15 deceased? Are you aware of any others that we</p> <p>16 haven't talked about today?</p> <p>17 A. No.</p> <p>18 Q. If you skip down to topic item G, it</p> <p>19 says "Trans Union's policies and procedures for</p> <p>20 compliance with 1681E." Do you know what that</p> <p>21 section of the FCRA is?</p> <p>22 A. I believe it's a disclosure piece.</p> <p>23 Q. Did Trans Union make sure that their</p> <p>24 disclosures are accurate by -- well, how do they</p>
<p>1 the phone and contact a data furnisher and say to</p> <p>2 them, listen, we got too much inaccurate stuff</p> <p>3 going on here regarding this single individual</p> <p>4 plaintiff or plaintiffs, consumers, you gotta</p> <p>5 stop reporting it this way?</p> <p>6 MR. CENTO: Objection; vague and</p> <p>7 ambiguous.</p> <p>8 THE WITNESS: We can if they're aware</p> <p>9 of a problem. The investigator brings it to</p> <p>10 the team leader. Yes, we could definitely</p> <p>11 call a subscriber and tell them that.</p> <p>12 BY MR. LYONS:</p> <p>13 Q. Do you know of that ever happening</p> <p>14 before?</p> <p>15 A. There's been times I've done it.</p> <p>16 I've called subscribers and stated how they need</p> <p>17 to fix it, what they need to do on their end,</p> <p>18 yes.</p> <p>19 Q. And how many times does it have to</p> <p>20 happen before you take that initiative?</p> <p>21 A. Well, I just have to be made aware</p> <p>22 of it and then I will make the phone call, but I</p> <p>23 mean there is no set thing like, if it happens</p> <p>24 three times, then you have to pull it out and</p>	<p>Page 127</p> <p>1 make sure it's accurate?</p> <p>2 MR. CENTO: Objection; vague and</p> <p>3 ambiguous. That question can't even be</p> <p>4 answered. Go ahead.</p> <p>5 THE WITNESS: Well, we're not</p> <p>6 reviewing the credit history. What we're</p> <p>7 doing is verifying the identifying</p> <p>8 information, make sure it's the right</p> <p>9 consumer.</p> <p>10 BY MR. LYONS:</p> <p>11 Q. I follow that, but what about the</p> <p>12 trade line information, how do you make sure that</p> <p>13 that is accurate?</p> <p>14 MR. CENTO: Same objection.</p> <p>15 THE WITNESS: Well, we wouldn't have</p> <p>16 any idea even what's on the report. I mean</p> <p>17 we don't know who has credit with what</p> <p>18 company. The consumer has to review it and</p> <p>19 then notify us if he disagrees with it.</p> <p>20 MR. CENTO: This is also beyond the</p> <p>21 scope of this witness's designation. I told</p> <p>22 you this is Bill Stockdale and Eileen</p> <p>23 Little, and the questions you're asking are</p> <p>24 more in the area of Bill Stockdale. They</p>

<p style="text-align: right;">Page 130</p> <p>1 also call for a narrative, an explanation      2 that can't possibly be given in response to      3 the question you've asked.</p> <p>4 BY MR. LYONS:</p> <p>5 Q. Under H, topic area H, it says      6 "Trans Union policies and procedures for      7 reporting consumer deceased." We talked a little      8 bit about that today, where, if a data furnisher,      9 one of Trans Union's subscribers, tells Trans      10 Union that that's how they want that information      11 reported, then that's how Trans Union is going to      12 report it, correct?</p> <p>13 A. Yes.</p> <p>14 Q. Regardless of what the consumer says      15 about that; is that right?</p> <p>16 MR. CENTO: Objection; vague and      17 ambiguous, calls for speculation, lacking      18 foundation. You can answer.</p> <p>19 THE WITNESS: No, I don't believe      20 that. I mean, in this case, the consumer      21 provided documentation and we used the      22 documentation. We didn't even wait for the      23 creditor to respond. We just used the      24 consumer's documentation.</p>	<p style="text-align: right;">Page 132</p> <p>1 Union they weren't dead, Trans Union didn't      2 change the report, correct?</p> <p>3 A. Correct.</p> <p>4 Q. Now, if you look down at topic area      5 K, that's documents and communications between      6 Trans Union and any resellers. Are you aware of      7 any communications between Trans Union and any      8 resellers in this case?</p> <p>9 A. Not that I'm aware of.</p> <p>10 Q. Do you know whether or not Trans      11 Union provides resellers with Trans Union credit      12 information?</p> <p>13 A. I'm not sure I understand your      14 question.</p> <p>15 Q. Does Trans Union provide Trans Union      16 credit information to resellers of credit      17 information?</p> <p>18 A. Yes. We have a reseller as a      19 subscriber.</p> <p>20 Q. Now, topic area L at the top of page      21 3 of Deposition Exhibit 1, I want to know what      22 you know about the reporting of Cross Country      23 Bank about the Plaintiffs being deceased,      24 including now.</p>
<p style="text-align: right;">Page 131</p> <p>1 BY MR. LYONS:</p> <p>2 Q. Well, the consumer's documentation      3 you testified earlier was information that you      4 believed was from the bank and that's why you      5 changed it, right?</p> <p>6 A. Yes.</p> <p>7 Q. So that wasn't anything that the      8 consumer had said to you based on what the      9 consumer thought. That was information from the      10 bank or so Trans Union believed, correct?</p> <p>11 MR. CENTO: Objection;      12 mischaracterizes the witness's testimony.</p> <p>13 THE WITNESS: We did believe it. I      14 mean it was a document from the bank to the      15 consumer. The consumer provided it to us      16 and we used that document to make the      17 change.</p> <p>18 BY MR. LYONS:</p> <p>19 Q. Based on that, Trans Union believed      20 that the documentation to the consumer provided      21 to them was from their data furnisher, correct?</p> <p>22 A. Yes.</p> <p>23 Q. But, when the consumer in this case,      24 either Mr. Anderson or Mrs. Anderson, told Trans</p>	<p style="text-align: right;">Page 133</p> <p>1 You're not sure about that? You      2 don't know if they are currently reporting them      3 as deceased?</p> <p>4 A. I don't know that.</p> <p>5 MR. CENTO: You know, as I read that      6 again, that might be Lynne.</p> <p>7 MR. LYONS: You think there's a      8 witness that's --</p> <p>9 MR. CENTO: Lynne Romanowski may be      10 more appropriate for that. You might have      11 to explain to me what you mean there off the      12 record, but we'll address it.</p> <p>13 BY MR. LYONS:</p> <p>14 Q. Does Trans Union ever issue      15 apologies to consumers for their error in      16 misreporting information?</p> <p>17 A. I mean there's cases where they'll      18 send you "and we apologize for any inconvenience      19 this may have caused you", but that's just based      20 on the investigator who is sending out the      21 letter.</p> <p>22 Q. I was kind of thinking along the      23 lines that Trans Union recognizes the fact that      24 they made a mistake or an error in their</p>

Eileen Little

<p style="text-align: right;">Page 134</p> <p>1 reporting. Do they ever send out a letter of 2 apology to the consumer? 3 A. Not that I'm aware of. 4 Q. Is that something that you have ever 5 suggested to Trans Union that they do? 6 A. No. 7 Q. Do you think that would be a good 8 idea to suggest to Trans Union? 9 MR. CENTO: Objection; asks for this 10 witness's opinion, which is not admissible. 11 She's a fact witness. You can answer if you 12 can. 13 THE WITNESS: I don't know if I 14 would ever suggest that. 15 MR. LYONS: I don't have anything 16 further. Thank you, Ms. Little.</p> <p style="text-align: center;">- - -</p> <p>18 (Whereupon, the deposition concluded 19 at 2:44 p.m.)</p> <p style="text-align: center;">- - -</p>	<p style="text-align: right;">Page 136</p> <p>1 - - - 2 INSTRUCTIONS TO WITNESS 3 - - - 4 5 Please read your deposition over 6 carefully and make any necessary 7 corrections. You should state the reason in 8 the appropriate space on the Errata Sheet 9 for any correction that is made. 10 After doing so, please sign the 11 Errata Sheet and date it. You are signing 12 same subject to the changes you have noted 13 on the Errata Sheet, which will be attached 14 to your deposition. 15 It is imperative that you return the 16 original Errata Sheet to the deposing 17 attorney within thirty (30) days of receipt 18 of the deposition transcript by you. If you 19 fail to do so, the deposition transcript may 20 be deemed to be accurate and may be used in 21 court.</p> <p style="text-align: center;">- - -</p>
<p style="text-align: right;">Page 135</p> <p>1 - - - 2 CERTIFICATION 3 - - - 4 5 I hereby certify that the 6 proceedings and the evidence noted are 7 contained fully and accurately in the notes 8 taken by me in the above matter, and that 9 this is a correct transcript of the same.</p> <p style="text-align: center;">- - -</p> <p>13 Michelle T. Cascio 14 Court Reporter 15 New Jersey Notary Public 16 Pennsylvania Commissioner of Deeds</p> <p style="text-align: center;">- - -</p> <p>19 (The foregoing certification of 20 this transcript does not apply to any 21 reproduction of the same by any means, 22 unless under the direct control and/or 23 supervision of the certifying shorthand 24 reporter.)</p>	<p style="text-align: right;">Page 137</p> <p>1 - - - 2 ERRATA 3 - - - 4 5 PAGE LINE CHANGE 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24</p>

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ACKNOWLEDGMENT OF DEPONENT

I, \_\_\_\_\_, do hereby certify that I have read the foregoing pages, and that the same is a correct transcription of the answers given by me to the questions therein propounded, except for the corrections or changes in form or substance, if any, noted in the attached Errata Sheet.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WISCONSIN  
COURT FILE NO.: 03-C-0510 C

PENNY LEE ANDERSON and )  
RUSSELL D. ANDERSON, SR., )  
Plaintiffs, )  
vs. ) TELEPHONIC  
TRANS UNION, L.L.C.; )  
EXPERIAN INFORMATION ) DEPOSITION OF  
SOLUTIONS INC.; CSC CREDIT )  
SERVICES, INC.; and ) EMILY MEATTE  
EQUIFAX, INC. d/b/a EQUIFAX )  
INFORMATION SERVICES LLC, )  
Defendants. )  
-----)

THE TELEPHONIC DEPOSITION OF  
EMILY MEATTE, taken before Nancy S. Warren,  
Certified Shorthand Reporter and Notary Public  
of the State of Iowa, commencing at 9:45 a.m.,  
September 14, 2004, at Wells Fargo Home  
Mortgage, 1963 Bell Avenue, Des Moines, Iowa.

Reported by: Nancy S. Warren, C.S.R.

1 A P P E A R A N C E S  
 2 Plaintiffs by: THOMAS J. LYONS  
 3 (Telephonically) Attorney at Law  
 4 Consumer Justice Center, P.A.  
 5 342 East County Road D  
 6 Little Canada, MN 55117  
 7 Defendant Trans  
 8 Union by: CHRISTOPHER LANE  
 9 (Telephonically) Attorney at Law  
 10 Katz & Korin  
 11 334 North Senate Avenue  
 12 Indianapolis, IN 46204  
 13 Defendant  
 14 Experian by: JEFFREY MANGHILLIS  
 15 (Telephonically) Attorney at Law  
 16 Jones Day  
 17 901 Lakeside Avenue  
 18 Cleveland, OH 44114  
 19 Defendant CSC Credit  
 20 Services by: LEWIS P. PERLING  
 21 (Telephonically) Attorney at Law  
 22 Kilpatrick Stockton  
 23 1100 Peachtree Street  
 24 Suite 2800  
 25 Atlanta, GA 30309  
 26  
 27 Reported by: Nancy S. Warren, C.S.R.

1 EMILY MEATTE,  
 2 called as a witness, having been first duly  
 3 sworn, testified as follows:  
 4 DIRECT EXAMINATION  
 5 BY MR. LYONS:  
 6 Q. Can you state your name for the record,  
 7 ma'am, spelling your last?  
 8 A. Meatte, M-e-a-t-t-e.  
 9 Q. And your first name?  
 10 A. Is Emily.  
 11 Q. And your home address?  
 12 A. Is 7141 Pommel, P-o-m-m-e-l, Place in  
 13 West Des Moines, Iowa 50266.  
 14 Q. And your date of birth?  
 15 A. 3-15-67.  
 16 Q. And your title, your current title for  
 17 Wells Fargo is what?  
 18 A. SDC site manager.  
 19 Q. And what site do you manage?  
 20 A. The SDC Bell Avenue.  
 21 Q. And that's located in Des Moines, Iowa?  
 22 A. Yes.  
 23 Q. All right. Emily, do you have a copy  
 24 of the deposition notice there with you?  
 25 A. Yes.

1 I N D E X  
 2  
 3 Examination by: Page  
 4 Mr. Lyons 4, 84  
 5 Mr. Perling 46  
 6 Mr. Girvan 50  
 7 Mr. Lane 57, 86  
 8 Mr. Manghillis 79  
 9  
 10 Exhibit Marked  
 11 1 5  
 12 2 7  
 13 3 8  
 14 4 10  
 15 5 19  
 16 6 24  
 17 7 31  
 18 8 41  
 19 9 43  
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1 MR. LYONS: Let's mark that as  
 2 Deposition Exhibit Number 1.  
 3 (Exhibit No. 1 was marked for  
 4 identification by the reporter.)  
 5 Q. Emily, I'm showing you what's been  
 6 marked as Deposition Exhibit Number 1. Can you  
 7 identify the document for me?  
 8 A. Yes.  
 9 Q. What is it?  
 10 A. I'm looking for a title. United States  
 11 District Court, Western District of Wisconsin,  
 12 Court File No. 03-C-0510 C.  
 13 Q. All right. And this is the Plaintiff's  
 14 Amended Notice of Taking Telephonic Deposition  
 15 of Wells Fargo Home Mortgage; correct?  
 16 A. Correct.  
 17 Q. And you have been designated as their  
 18 representative today. Is that your  
 19 understanding?  
 20 A. Yes.  
 21 Q. All right. In preparation for your  
 22 deposition, did you review any documents?  
 23 A. Yes.  
 24 Q. And what documents were those?  
 25 A. The -- it was basically the loan file

Page 6

Page 8

1 documents.  
2 Q. For the Andersons?  
3 A. Yes.  
4 Q. All right. And did you speak with  
5 anyone in preparation for your deposition?  
6 A. Yes.  
7 Q. Who did you speak with?  
8 A. Sue Woolsfeld.  
9 Q. Okay. From my office?  
10 A. Yes.  
11 Q. All right. Anybody else?  
12 A. Anna Rockwell.  
13 Q. And who is Anna?  
14 A. She is a subpoena processing -- she's a  
15 subpoena processor for Wells Fargo.  
16 Q. All right. And when did you speak with  
17 her?  
18 A. We communicated via E-mail.  
19 Q. About how long ago?  
20 A. Yesterday.  
21 Q. All right. And what was the substance  
22 of the communication electronically that you had  
23 with Ms. Rockwell?  
24 A. Advising me she was there to help. She  
25 provided me a -- I'm trying to think of the

1 Deposition Exhibit Number 2. How do you refer  
2 to this group of notes or entries into this  
3 system?  
4 A. We refer to these as DOCCTLs.  
5 Q. Say that one more time.  
6 A. DOCCTLs, D-O-C-C-T-L.  
7 Q. And is that an acronym for something?  
8 A. I am sure it is, but I couldn't tell  
9 you what it is. I have no idea. We just call  
10 it DOCCTL.  
11 Q. All right. And was it on page 237 of  
12 the DOCCTL that you identified November 11th,  
13 2002, as the initial application date?  
14 A. Yes.  
15 MR. LYONS: All right. And if  
16 we could mark as Deposition Exhibit Number 3  
17 Wells Fargo Home Mortgage Document Number 156  
18 through 161.  
19 (Exhibit No. 3 was marked for  
20 identification by the reporter.)  
21 Q. Emily, I'm showing you what's been  
22 marked as Deposition Exhibit Number 3. Can you  
23 identify what this document is?  
24 A. The Uniform Residential Loan  
25 Application.

Page 7

Page 9

1 title. Just tips for the deposition.  
2 Q. All right. What tips did she provide  
3 you?  
4 A. To show up early, answer questions as  
5 directed, answering yes or no, that type of  
6 thing.  
7 Q. Okay. In your review of the Anderson  
8 Wells Fargo Home Mortgage file, can you identify  
9 when it was that the Andersons first applied to  
10 Wells Fargo?  
11 A. Yes. Give me one moment, and I'll get  
12 you the date. November 11th, 2002.  
13 MR. LYONS: All right. There is  
14 a document that looks like some screen notes or  
15 some notes that were entered into a computer  
16 system that begin on Wells Fargo Home Mortgage  
17 Document Number 237 --  
18 THE WITNESS: Yes.  
19 MR. LYONS: -- which go  
20 through 265. Can you pull that aside, and let's  
21 mark that as Exhibit Number 2.  
22 THE WITNESS: Yes.  
23 (Exhibit No. 2 was marked for  
24 identification by the reporter.)  
25 Q. Emily, I'm showing you what's marked as

1 Q. Okay. And this document is dated what?  
2 A. November 12th.  
3 Q. 2002?  
4 A. Yes.  
5 Q. And it's signed by Russell and Penny  
6 Anderson?  
7 A. Yes.  
8 Q. All right. And is it this document,  
9 Exhibit 3, that begins the loan application  
10 process?  
11 A. Yes.  
12 Q. And is it this document that allows or  
13 authorizes Wells Fargo Home Mortgage to pull a  
14 credit report on the plaintiffs -- or on the  
15 applicants?  
16 A. Could you repeat the question?  
17 Q. Yeah. Is it this -- is it the signing  
18 of this document, Exhibit 3, that allows the  
19 Wells Fargo Home Mortgage representative to pull  
20 credit reports on the applicants?  
21 A. No.  
22 Q. Is there another document that provides  
23 Wells Fargo Home Mortgage authority to do that?  
24 A. No. It's the verbal request after the  
25 application is taken. It's the verbal request

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	Page 10	Page 12
1 from the borrowers.		1 Q. Do you know what that stands for?
2 Q. Okay. And is it your understanding		2 A. No. It's a TRW reference number.
3 that after this Exhibit 3 loan application		3 Q. All right. TRW is another name for
4 document was signed in November of 2002 that		4 Experian; is that your understanding?
5 Wells Fargo Home Mortgage pulled a credit report		5 A. Yes.
6 on the applicants, Russell and Penny Anderson?		6 Q. Now, is this credit report that we're
7 A. Say that one more time.		7 looking at that we've marked as Exhibit 4, is
8 Q. Is it your testimony that Wells Fargo		8 this an Experian or TRW credit report?
9 Home Mortgage pulled a credit report on the		9 A. Yes.
10 applicants, Penny and Russell Anderson, in		10 Q. And is it only an Experian/TRW credit
11 November of 2002?		11 report, or does it pull or draw from any other
12 A. Yes.		12 credit reporting agency?
13 Q. All right. And the purpose of pulling		13 A. It draws from other credit reporting
14 the credit report was in further processing		14 agencies.
15 their request for credit from Wells Fargo Home		15 Q. Okay. And do you know which other
16 Mortgage; correct?		16 credit reporting agency it draws from?
17 A. Correct.		17 A. Trans Union.
18 MR. LYONS: If we could mark as		18 Q. All right. And if we look on the last
19 Deposition Exhibit Number 4 Wells Fargo Document		19 page of Exhibit 4, 0178, on the very last line
20 Number 173 through 178.		20 it says, "Repositories Checked Covering," it
21 (Exhibit No. 4 was marked for		21 says TU and Experian. Do you see that?
22 identification by the reporter.)		22 A. Yes.
23 Q. Emily, I'm showing you what's been		23 Q. All right. And is that where you base
24 marked as Deposition Exhibit Number 4. Can you		24 your information that this credit report is
25 identify this document for me?		25 based on Trans Union and Experian?
	Page 11	Page 13
1 A. Yes. It is an Infile Mortgage Credit		1 A. Yes.
2 Report.		2 Q. Okay. And specifically, it's not based
3 Q. All right. And the date that Wells		3 on any information that was received from
4 Fargo requested it was what?		4 Equifax?
5 A. November 11th, 2002.		5 A. Correct.
6 Q. And in the upper right-hand corner it		6 Q. All right. On page 2 of the
7 says, "Team Leader: EC1," I think that is. Do		7 November 11, 2002 report there are two notations
8 you know what that means?		8 related to Cross Country Bank. Do you see those
9 A. Yes.		9 on the bottom of the page?
10 Q. What does that mean?		10 A. Yes.
11 A. Earth City Team 1. It's where the team		11 Q. All right. Which -- well, let me start
12 was located.		12 over.
13 Q. Okay. And down below that there in the		13 The first trade line begins with
14 first box where it says "Lender Information," it		14 Account Number 5414 related to Cross Country
15 says "TRW Case Number 116937." Do you see that?		15 Bank. Do you see that?
16 A. TRW --		16 A. Yes.
17 Q. See the box that says "Lender		17 Q. All right. And below that it says
18 Information"?		18 "Borrower Deceased." Do you see that?
19 A. Yes.		19 A. Yes.
20 Q. Okay. Look to the column on the right		20 Q. Do you know or can you tell from
21 of that where it says "Lender Information." It		21 reading this document which of the borrowers,
22 says "Date Requested," "Date Completed," and		22 Penny or Russell, is that trade line referring
23 then it says "TRW Case Number." Do you see		23 to?
24 that?		24 A. No.
25 A. Yes.		25 Q. How would you find that information

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Page 16

1 out, if you wanted to know that?  
 2 A. Calling the client.  
 3 Q. "Calling the client" being who?  
 4 A. Russell or Penny Anderson.  
 5 Q. Okay. Finding out which one of them is  
 6 dead?  
 7 A. Yes.  
 8 Q. All right. Tell me, if you know, how  
 9 the Infile Mortgage Credit Report is received by  
 10 Wells Fargo Home Mortgage. Is it received as  
 11 the form that we see it in in Exhibit 4?  
 12 A. Yes.  
 13 Q. Okay. And it doesn't give any  
 14 indication, does it, which reporting source  
 15 provided the information that we see on the  
 16 second page of Deposition Exhibit Number 4?  
 17 A. Say it one more time.  
 18 Q. Sure. I can ask it in another way.  
 19 If you look at the second page  
 20 where we're looking at that first Cross Country  
 21 Bank trade line, the 5414, is there any way to  
 22 find out which credit reporting agency provided  
 23 that information concerning the borrower being  
 24 deceased to Wells Fargo Home Mortgage?  
 25 A. With just looking at the credit report,

1 there's an entry there?  
 2 A. Yes.  
 3 Q. All right. And how do you interpret  
 4 that entry to determine which credit reporting  
 5 agency --  
 6 A. Oh, I beg your pardon. I'm sorry.  
 7 Page 0242.  
 8 Q. Okay.  
 9 A. Item 27.  
 10 Q. All right. Which is entered on 12-31  
 11 of '02?  
 12 A. Yes.  
 13 Q. All right.  
 14 A. Indicated that the client had a letter  
 15 from Experian.  
 16 Q. All right. So based on this entry, you  
 17 believed it was Experian that was reporting the  
 18 information that we see on Wells Fargo Home  
 19 Mortgage 0174 related to the 5414 Cross Country  
 20 Bank account?  
 21 A. Yes.  
 22 Q. All right. And what about the Cross  
 23 Country Bank account entry below it that begins  
 24 with 4227? Do you see that trade line?  
 25 A. Yes.

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Page 17

1 no.  
 2 Q. Okay. Where else would you need to  
 3 look?  
 4 A. Calling the credit agency.  
 5 Q. To find out the source of the  
 6 information?  
 7 A. Yes.  
 8 Q. Okay. Well, let's, then, do this one  
 9 step at a time. With regard to the first Cross  
 10 Country Bank trade line that we see, the 5414,  
 11 looking back at Exhibit Number 2, is there any  
 12 indication that Wells Fargo Home Mortgage  
 13 contacted or attempted to discern which credit  
 14 reporting agency had reported the information  
 15 about the borrower deceased on 5414?  
 16 A. Yes.  
 17 Q. Okay. So somewhere in Exhibit 2 it  
 18 explains that?  
 19 A. Yes.  
 20 Q. All right. Can you direct me to the  
 21 page?  
 22 A. 0238.  
 23 Q. All right.  
 24 A. Item 4.  
 25 Q. All right. On November 11, 2002,

1 Q. First of all, does that indicate which  
 2 applicant was being reported as deceased, Penny  
 3 or Russell?  
 4 A. Does the credit report indicate that?  
 5 Q. Correct.  
 6 A. The credit -- no, it does not.  
 7 Q. All right. And then same question for  
 8 Cross Country Bank trade line 4227. Does that  
 9 trade line indicate which credit reporting  
 10 agency provided that information to Wells Fargo  
 11 Home Mortgage?  
 12 A. No.  
 13 Q. Were you going to say something else?  
 14 A. Yeah. The notes do not refer to this  
 15 specific trade line with Cross Country.  
 16 Q. And by "the notes," you are saying the  
 17 note on 2102?  
 18 A. Yes.  
 19 Q. But do you believe that is the trade  
 20 line or the only trade line that was reporting  
 21 the applicants, my clients, as deceased?  
 22 A. Yes.  
 23 Q. Okay. And if you look back on  
 24 Deposition Exhibit Number 4, do you see anywhere  
 25 else there being a reference to Penny or Russell

	Page 18	Page 20
1	Anderson being --	1 Confirmation.
2	A. Being deceased?	2 Q. It's dated November 12th, 2002; is that
3	Q. Correct.	3 right?
4	A. I do not.	4 A. That's correct.
5	Q. Okay, thank you.	5 Q. All right. The lock-in rate for the
6	Now, back on Exhibit Number 2,	6 Andersons was what?
7	the second page, 238, we see an entry for	7 A. 5.75.
8	11-11-02 -- I think you said it was entry	8 Q. All right. And that was a 20-year
9	number 4 -- where it says, "Credit report has	9 fixed rate; correct?
10	them listed as dead." Do you see that?	10 A. Yes.
11	A. Yes.	11 Q. And the rate lock-in confirmation
12	Q. All right. Is that significant in the	12 letter is really only a -- well, why don't you
13	application process?	13 tell me what it is. What is the rate lock-in
14	A. Yes.	14 confirmation letter used for?
15	Q. Why?	15 A. It advises -- it's a disclosure to the
16	A. We only lend to clients who are living.	16 client advising them that their rate has been
17	Q. And then after that entry on 11-11, it	17 locked and is secured for a period of time.
18	says, "B2 sent in the paperwork to correct the	18 Q. All right. And when does this lock-in
19	error on the report before 11/3/02." Do you see	19 expire?
20	that? It's the sentence following the one we	20 A. January 10th, 2003.
21	just read.	21 Q. All right. Now, in between
22	A. I'm not --	22 November 12th and January 10th, 2003, certain
23	Q. Do you see that sentence after the --	23 conditions must be satisfied by the applicants
24	A. Oh, yes, yes, yes. I'm sorry.	24 in order to secure credit from Wells Fargo; is
25	Q. Okay, yeah. Same entry on 004. It	25 that correct?
	Page 19	Page 21
1	looks like somebody from Wells Fargo entered	1 A. That is correct.
2	that "B2 sent in the paperwork." Do you know	2 Q. All right. And am I correct in stating
3	who B2 is?	3 that one of the conditions that would have to be
4	A. That would be Penny Anderson.	4 met in the Andersons' case is that they would
5	Q. Okay. Now, am I correct that if	5 need to get a credit report that would show that
6	someone is reported as dead, one of the	6 both applicants were alive?
7	applicants is reported as dead, that Wells Fargo	7 A. Yes.
8	Home Mortgage will not lend them money; is that	8 Q. All right. If you would turn back to
9	correct?	9 Deposition Exhibit Number 2 and go to entry 22,
10	A. Repeat the question.	10 which is on page 240, there's an entry on
11	Q. Sure. If the credit report that's	11 12-18-02. Do you see that entry?
12	pulled during the application process reports	12 A. Yes.
13	one of the borrowers or the applicants as being	13 Q. All right. On the next page, on 241 it
14	deceased, that will stall or stop the	14 says, "Left message with B's to call to verify
15	application process; is that correct?	15 Social Security Numbers, address, and ZIP code";
16	A. That is correct.	16 is that right?
17	MR. LYONS: Okay. If we could	17 A. Yes.
18	mark as Deposition Exhibit Number 5 Wells Fargo	18 Q. All right. Do you know what the
19	Home Mortgage Document Number 220 and 221.	19 purpose was of calling the B's on -- I'm
20	(Exhibit No. 5 was marked for	20 assuming that means borrowers; is that correct?
21	identification by the reporter.)	21 A. That's correct.
22	Q. Emily, I'm showing you what's been	22 Q. All right. Do you know what the
23	marked as Deposition Exhibit Number 5. Can you	23 purpose of calling to verify the Social Security
24	identify this two-page document for me?	24 Number, the address and the ZIP code was?
25	A. Yes. It is the Rate Lock-in	25 A. To confirm we had the correct

	Page 22	Page 24
1 information to pull the credit report. 2 Q. Okay. And so was there some concern in 3 or about December of 2002 that maybe you didn't 4 have the -- Wells Fargo didn't have the right 5 information on the applicants that was resulting 6 in the credit report showing up as deceased? 7 A. Yes. 8 Q. All right. And then if you'd skip down 9 to entry number 026 on December 29th of '02, 10 there's an entry that I'd like you to read for 11 me and interpret for me. 12 A. "E-mailed Roxanne Huffman for 13 assistance in generating the FICO score. It 14 appears that the names, addresses, and Social 15 Security Numbers are correct, but the system 16 will not generate a FICO score. Status changed 17 back to B46." 18 Q. All right. Let's break that down a 19 little bit. First of all, what is a FICO score? 20 A. That's a credit score. 21 Q. All right. And would that have 22 appeared on Deposition Exhibit Number 4 23 somewhere? 24 A. No. 25 Q. Okay. Where would that score have been	1 underwriting work sheet. Is that what you were 2 going to do? 3 A. Yes. 4 Q. And does it appear on an underwriting 5 work sheet, or should it? 6 A. It should. 7 MR. LYONS: Okay. Let's go off 8 the record for a minute. 9 (An off-the-record discussion 10 was held.) 11 (Exhibit No. 6 was marked for 12 identification by the reporter.) 13 Q. Emily, I'm showing you what's been 14 marked as Deposition Exhibit Number 6. Can you 15 identify for me what we have marked? 16 A. Yes, the underwriting work sheets. 17 Q. And are they kind of an ongoing work 18 sheet? 19 A. Yes. 20 Q. From the beginning of the application 21 process to the end? 22 A. Yes. 23 Q. All right. Now, on the first page of 24 Deposition Exhibit Number 6, there's a note on 25 12-29 of '02 that appears to be the same note	
1 generated or reflected, in what document? 2 A. Oh, it would have pulled to our 3 underwriting documents. 4 Q. Underwriting work sheet? 5 A. Yeah. Give me a moment just to review. 6 MR. PERLING: Tommy, this is 7 Lewis. When you get to a chance, a breaking 8 point, I'd like to take a bathroom break. 9 MR. LYONS: Oh, sure. 10 A. Am I able to go speak with one of my 11 underwriters? 12 Q. I beg your pardon? 13 A. Can I go speak with one of my 14 underwriters? 15 MR. LYONS: Sure. Why don't we 16 take a break. You go speak with one of your 17 underwriters, and then we'll resume here in a 18 minute. 19 (A recess was taken from 10:15 a.m. 20 until 10:25 a.m.) 21 MR. LYONS: Okay. Back on the 22 record. 23 Q. Emily, we were talking about a FICO 24 score, and you were going to go talk to somebody 25 in underwriting to find out if it's on the	Page 23	1 that we just looked at in Deposition Exhibit 2 Number 2. Do you see that? 3 A. Yes. 4 Q. Okay. About the system not being able 5 to generate a FICO score; right? 6 A. Yes. 7 Q. All right. Where on the underwriting 8 work sheet in Deposition Exhibit Number 6 would 9 the score post, or be shown? 10 A. In the upper right-hand corner. In the 11 first set of information, you see "Loan Number," 12 "Loan Type," and then "Doctype"?" 13 Q. Yeah, "Doctype 1"?" 14 A. Right. To the right of "Doctype," that 15 is where the FICO score would populate. 16 Q. Okay. Now, can an applicant get 17 approved for a Wells Fargo Home Mortgage without 18 a FICO score? 19 A. Yes. 20 Q. All right. And what would have to 21 occur in order for that to happen? 22 A. We need to establish nontraditional 23 credit. 24 Q. And what is nontraditional credit? 25 A. Copies of -- I mean, it would be -- if

	Page 26	Page 28
<p>1 someone has not established their credit, it 2 would be copies of, for instance, their utility 3 bills or insurance payments.</p> <p>4 Q. Okay. And did the Andersons have to go 5 down the nontraditional credit route in order to 6 secure their mortgage with Wells Fargo?</p> <p>7 A. No.</p> <p>8 Q. Okay. So at some time, eventually, a 9 FICO score was obtained?</p> <p>10 A. Bear with me. I'm going through notes. 11 I do not see that one was 12 obtained for the Andersons.</p> <p>13 Q. Okay. And so, then, does that mean 14 that they would have had to follow the 15 nontraditional credit path?</p> <p>16 A. No.</p> <p>17 Q. Okay. What path did they follow?</p> <p>18 A. We -- they had traditional credit 19 established, so we had to continue -- we worked 20 with the credit reports to verify -- I don't 21 know. Give me one second.</p> <p>22 Q. Sure, take your time.</p> <p>23 A. Okay. A credit report -- or a credit 24 score was not obtained, and I'm referring to the 25 notes from February 10th.</p>	<p>1 A. Correct.</p> <p>2 Q. All right. So is it fair to say that 3 between November of 2002 and February, the 4 beginning of February of 2003, the issue with 5 the credit report related to the Andersons 6 served to stall or hold the Andersons back from 7 obtaining the mortgage?</p> <p>8 MR. LANE: This is Chris Lane for 9 Trans Union.</p> <p>10 I want to pose a foundation and a 11 form objection.</p> <p>12 Q. Go ahead, ma'am. Go ahead, Emily.</p> <p>13 A. Oh, yes.</p> <p>14 Q. Okay. And then Wells Fargo, somebody 15 at Wells Fargo had to do a manual override, and 16 that was accomplished in or about early February 17 2003?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. If you look back on Exhibit 20 Number 2 to that note or that entry 026 on 21 December 29th of '02, it says the status was 22 changed back to B46. What does that status 23 mean?</p> <p>24 A. That the loan was suspended.</p> <p>25 Q. Okay. So B46 is a code for suspension?</p>	
<p>1 Q. All right. Which appear on -- which 2 exhibit are you looking at?</p> <p>3 A. Exhibit 6.</p> <p>4 Q. Okay.</p> <p>5 A. 0151. The underwriter manually 6 underwrote the file.</p> <p>7 Q. And which entry is that, on which date?</p> <p>8 A. February 10th, 2003.</p> <p>9 Q. Is it the second one or the first one?</p> <p>10 A. It is the second one at 1614.</p> <p>11 Q. Okay. And can you decipher that note 12 for me?</p> <p>13 A. Yes. The issue with the borrower being 14 deceased was being addressed. "Manually 15 reviewed the credit transaction: Rate and term 16 finance with second to be subordinate. Reduced 17 loan amount to reduce cash out," because this 18 was a rate and term refinance. CLTV ratios were 19 acceptable. The employment was acceptable, 20 salary was acceptable.</p> <p>21 Q. So there had to be basically a manual 22 override, essentially?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Because a FICO score could not 25 be obtained; correct?</p>	<p>Page 27</p> <p>1 A. Yes.</p> <p>2 Q. All right. And that also appears on 3 Exhibit 6, correct, in the 12-29-02 note?</p> <p>4 A. Yes.</p> <p>5 Q. All right. Now, if you would look back 6 at entry 27 on Exhibit 2 on page 241, there 7 looks to be a note on December 31st of 2002, and 8 I'm wondering if you could help me decipher that 9 note. It continues on to the next page.</p> <p>10 A. The borrower called in. The agent 11 reviewed DOCCTS. The representative asked the 12 same -- looks like clarifying questions on the 13 Social Security Number. From Cross Country Bank 14 they got an apology. Cross Country Bank 15 apparently sent out letters advising of the 16 error and apologizing to all credit reports, 17 advising they're not deceased.</p> <p>18 A letter was sent from Experian 19 on September 3rd indicating that this was 20 deleted. The agent assumed that that was the 21 problem for pulling the credit report. Also 22 advised that they send in by fax all papers and 23 letters to us with their loan number so that the 24 processor can receive it, and underwriting will 25 review it to determine if this would help</p>	Page 29

	Page 30	Page 32
1    getting the credit scores. 2    Q. Okay. And then am I right that 3    subsequent to these notes, another credit report 4    was pulled by Wells Fargo Home Mortgage? Would 5    that show in the notes, I guess is what I'm 6    saying? 7    A. Let me go through and see. I know 8    that there were attempts. Just let me find it 9    in the notes. 10   I'm on page -- Exhibit 2. 11   Q. Yes. 12   A. The number 0246. 13   Q. Right. 14   A. Item 46, the underwriter tried to pull 15   the credit report and still was unable to obtain 16   a credit score. 17   Q. Okay. Does it say which credit report 18   or which credit reporting agency he tried to 19   pull from? 20   A. No. 21        MR. LYONS: Okay. Let's mark as 22   Deposition Exhibit Number 7 Wells Fargo Document 23   Number 266 through -71, and let's go off the 24   record for a minute. 25	1    processor notes. 2    Q. All right. Would there be some other 3    system, some other set of notes that would show 4    the times that Wells Fargo obtained or attempted 5    to obtain credit reports? 6    A. Bear with me. There would typically be 7    an underwriting note on the work sheet. 8    Q. Okay. So that would be looking back at 9    Deposition Exhibit Number 6? 10   A. Yes. 11   Q. And do you see any such notes related 12   to Wells Fargo Home Mortgage accessing or 13   attempting to access credit reports on the 14   Andersons? 15   A. No. 16   Q. All right. If you look at the last 17   page of Deposition Exhibit Number 7, under the 18   inquiries section -- actually, you know what, 19   let's go back to 270, which is the 20   second-to-the-last page of Exhibit 7. I think 21   I'm reading this right, but I'd like your 22   assistance or confirmation of that. 23        On November 11, 2002, under the 24   inquiries section it shows the Wells Fargo Home 25   Mortgage --	
1    (An off-the-record discussion 2    was held.) 3    (Exhibit No. 7 was marked for 4    identification by the reporter.) 5    Q. Emily, I'm showing you what has been 6    marked as Exhibit Number 7. Can you identify 7    for me what we have marked? 8    A. Yes, Infile Mortgage Credit Report, 9    number 266. 10   Q. All right. And it's a multipage 11   document; correct? 12   A. Yes. 13   Q. And it's from January 10th, 2003? 14   A. Yes. 15   Q. January 10th, 2003, was the lock-in 16   expiration date, right, that we looked at back 17   on Exhibit Number 5? Do you remember that? 18   A. Yes, January 10th was the lock-in date. 19   Q. Was the lock-in expiration date? 20   A. Lock-in expiration date, yes. 21   Q. All right. First question is why 22   doesn't the requesting or the pulling of the 23   report show up in the notes that we've marked as 24   Deposition Exhibit Number 2, if you know? 25   A. The DOCCTL notes are typically only	Page 31	Page 33

1 Q. All right. And had you seen a  
2 December 9th, 2002 credit report on the  
3 Andersons?  
4 A. No.  
5 Q. And have you seen one contained within  
6 the loan file?  
7 A. No.  
8 Q. Now, when Wells Fargo pulled these  
9 credit reports, does that cost the Andersons  
10 money in terms of their -- oh, any type of fee  
11 that they're paying Wells Fargo in the  
12 application process? Do you understand my  
13 question?  
14 A. Yes. We disclose a credit report fee.  
15 Q. Okay. And so whether you pull  
16 one or 100, the fee doesn't change?  
17 A. Correct.  
18 Q. Okay. Would you agree with me, though,  
19 that additional inquiries on the credit report  
20 have an impact on their FICO score?  
21 A. Yes.  
22 MR. LANE: Chris Lane for Trans  
23 Union. Objection --  
24 MR. MANGHILLIS: This is Jeff  
25 Manghillis for Experian.

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1 next page, the 271 page, it looks like there was  
2 a second credit pull on December 9th of '02. Do  
3 you see that?  
4 A. Yes.  
5 Q. And you haven't seen that second credit  
6 report, have you?  
7 A. No.  
8 Q. And one is not contained within the  
9 file; correct?  
10 A. Correct.  
11 Q. Looks like there was then another one  
12 on January 6th of '03. Do you see that?  
13 A. Yes.  
14 Q. All right. And you haven't seen one in  
15 the file?  
16 A. Correct.  
17 Q. All right. Is that unusual that Wells  
18 Fargo wouldn't maintain those reports?  
19 A. Yes.  
20 Q. Credit reports?  
21 A. Yes.  
22 Q. Is it possible that they have been  
23 maintained, but you just haven't been provided  
24 with them?  
25 A. Yes.

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1 I object to the form and  
2 foundation.  
3 MR. GIRVAN: This is Erik Girvan  
4 for CSC. You can add my name to that objection.  
5 MR. LANE: Chris Lane also, Trans  
6 Union.  
7 Q. Go ahead, Emily. You can answer the  
8 question.  
9 A. Would you repeat the question, please?  
10 Q. Yeah. Does repeated pulling of the  
11 credit report by Wells Fargo Home Mortgage have  
12 an impact on the FICO score of the Andersons?  
13 MR. MANGHILLIS: Again,  
14 objection. Jeff Manghillis.  
15 A. Yes.  
16 Q. And does it increase the FICO score or  
17 does it decrease the FICO score?  
18 A. Decrease.  
19 Q. Did you say "decrease"?20 A. Yes.  
21 Q. Okay. And do you believe that the  
22 pulls in December of '02 were additional pulls  
23 to see if the FICO score was available?  
24 A. Yes.  
25 Q. All right. If you flip over to the

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1 Q. Okay. Who would you speak with about  
2 their existence and whether or not you could get  
3 a copy of those?  
4 A. Who would I -- within Wells Fargo?  
5 Q. Yes.  
6 A. I would request the file from our  
7 post-closing department to review all the  
8 documents in the file.  
9 Q. And specifically request any additional  
10 credit reports?  
11 A. Yes. I would actually request the  
12 entire file.  
13 Q. Okay. Do you think that was not done  
14 originally?  
15 A. I believe it was done.  
16 Q. Okay. But you'd just do it again?  
17 A. Correct.  
18 Q. All right. Is there any other source  
19 that you would go to to attempt to get the  
20 credit reports other than -- I guess outside of  
21 Wells Fargo?  
22 A. No.  
23 Q. Okay, all right. And then lastly, you  
24 see the Wells Fargo Home Mortgage pull on  
25 January 10th, 2003, which I believe is the --

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1 which is Exhibit 7 that we're looking at. Is  
2 that your understanding?  
3 A. Yes.  
4 Q. All right. Now, do you have any idea  
5 what the "F" and "FR" references are to the  
6 numbers next to the inquiries?  
7 A. No.  
8 Q. And do you have any idea what the  
9 "Rels" Reporting Service is?  
10 A. Where is that? "Rels"?  
11 Q. Inquiries section, right kind of in  
12 between the Wells Fargo Home Mortgage pulls.  
13 A. I do not.  
14 Q. Okay. And it looks like this  
15 January 10th, 2003 report contains information  
16 obtained from TU, Trans Union, and Experian  
17 again, if you look at the last page, the last  
18 line.  
19 A. Yes.  
20 Q. All right. Now, turn back to the  
21 second page of this January 10, 2003 report. It  
22 does show the two Cross Country Bank trade lines  
23 that we had discussed earlier. Do you see  
24 those?  
25 A. Yes.

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1 Q. And that's on page 267?  
2 A. Yes.  
3 Q. The 4227 trade line for Cross Country  
4 Bank is still being reported as deceased. Do  
5 you see that?  
6 A. Yes.  
7 Q. All right. And you don't know which  
8 credit reporting agency was supplying that  
9 information to Wells Fargo; correct?  
10 A. Correct.  
11 Q. And then on the second Cross Country  
12 Bank account that's listed, 4227 ending in 010,  
13 that one is not reporting as deceased; is that  
14 correct?  
15 A. Correct.  
16 Q. Going back to Deposition Exhibit  
17 Number 2, it looks like there's an entry on 049  
18 for January 21st, 2003, which continues on to  
19 the next page, page 247, and if you look, it  
20 says that the account was put into A15 status.  
21 What does that mean?  
22 A. A15 is ready to be decision status or  
23 needs to be -- it's a new application status  
24 needing a decision.  
25 Q. Okay. And in that entry, 049, it says

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1 that there's still no FICO score; is that  
2 correct?  
3 A. Correct.  
4 Q. All right. On February 3rd, 2003, at  
5 entry number 51, it says, "BR called on split."  
6 What's "split"?  
7 A. Our phone system, our call routing.  
8 Q. Okay. And wanted to know about the  
9 status, and the Wells Fargo representative told  
10 them that there was a problem with the FICO  
11 score. Do you see that?  
12 A. Yes.  
13 Q. All right. And then you previously  
14 testified that it was then in February of '03  
15 that there was a decision to do a manual  
16 override, and the loan was then approved in  
17 February of '03, the Andersons' loan?  
18 A. Yes.  
19 Q. All right. And do you know when that  
20 loan finally closed?  
21 A. Bear with me, and I can get you the  
22 date. I'm looking at Wells Fargo 0137, the loan  
23 closing instructions. Close date was  
24 March 20th.  
25 Bear with me. The loan actually

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1 closed on April 22nd. I'm looking at The Final  
2 Step Closing Request Form, document number 0086.  
3 MR. LYONS: All right. 0086  
4 through 0088, can we mark that as Deposition  
5 Exhibit Number 8?  
6 (Exhibit No. 8 was marked for  
7 identification by the reporter.)  
8 Q. Emily, I'm showing you what's been  
9 marked as Deposition Exhibit Number 8. Can you  
10 identify what this three-page document is?  
11 A. Yes. It is a closing request form  
12 detailing the closing location and the  
13 client-required information.  
14 Q. Okay. And was there some benefit to  
15 the Andersons to close at the end of April  
16 instead of the end of March?  
17 A. Yes.  
18 Q. What was that?  
19 A. The original loan was an FHA loan, and  
20 this is referenced in the DOCCTL notes and I'll  
21 find the step in just a moment. There's a  
22 benefit for FHA loans to close at the end of the  
23 month.  
24 Q. Is it like a monetary benefit?  
25 A. Yes.

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1 Q. What is that?  
2 A. If -- with FHA loans, if you close the  
3 beginning of the month, the client or the  
4 borrower is responsible for all of the interest  
5 for that entire month, regardless of when the  
6 payoff is received.  
7 Q. Okay.  
8 A. Conventional loans, the interest, the  
9 client pays interest through the date that the  
10 payoff is received.  
11 Q. And can you tell why this wasn't done  
12 at the end of March as opposed to the end of  
13 April?  
14 A. I'm reviewing notes, so bear with me  
15 for a moment.  
16 Q. Sure.  
17 A. We were obtaining a subordination  
18 agreement.  
19 Q. And that wasn't completed until the end  
20 of March or the beginning of April?  
21 A. Correct.  
22 Q. Okay. Now, other than the time and  
23 hassle that the Andersons had to deal with in  
24 terms of trying to prove to Wells Fargo Home  
25 Mortgage with the credit report showing them as

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1 Trans Union.  
2 I'm going to object to the form  
3 and foundation.  
4 A. The answer is no.  
5 Q. And do you know, Emily, whether or not  
6 the Andersons' credit report was pulled again  
7 after January 10th of 2003 by Wells Fargo Home  
8 Mortgage?  
9 A. No.  
10 Q. There's a note in Deposition Exhibit 6  
11 on page 0085 for April 1st, 2003, that shows  
12 that the loan amount was increased from 168,500  
13 to 169,750.  
14 A. Would you mind referring -- giving me  
15 the -- I have Exhibit 6.  
16 Q. Yes. It's the Wells Fargo document  
17 number 0085.  
18 A. Wells Fargo 0085.  
19 Q. The top of that page has a note on it  
20 from April 1st, 2003.  
21 A. Oh, thank you.  
22 Q. That note shows that the loan amount  
23 was increased from 168,500 to 169,750 to  
24 accommodate closing costs. Do you see that?  
25 A. Yes.

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1 deceased, did the interest rate on the loan or  
2 the terms of the loan change from November to  
3 April? Do you know?  
4 A. Let me check my documents real quick.  
5 Q. Sure.  
6 A. The interest rate remained the same, as  
7 well as origination points on the lock-in  
8 letter, the lock-in confirmation letter.  
9 Q. So those rates were just -- they kept  
10 being extended; is that what happened?  
11 A. Yes.  
12 MR. LYONS: And if you could mark  
13 for me as Exhibit Number 9 0002 through 0007.  
14 (Exhibit No. 9 was marked for  
15 identification by the reporter.)  
16 Q. Emily, I'm showing you what's been  
17 marked as Deposition Exhibit Number 9. Can you  
18 identify this document for me?  
19 A. Yes. It is a Uniform Residential Loan  
20 Application dated April 3rd, 2003.  
21 Q. All right. And did this additional  
22 application that the Andersons completed for  
23 Wells Fargo cost them an additional application  
24 fee at the closing?  
25 MR. LANE: This is Chris Lane for

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1 Q. And was that increase calculated or  
2 contemplated in the very first loan that they  
3 applied for, or was that like an afterthought,  
4 if you know?  
5 A. Would you mind repeating the question?  
6 Q. Sure. It looks like the amount of the  
7 loan increased from 168,500 to 169,750, and it  
8 says in the note "to accommodate closing costs."  
9 And I'm wondering if that was something that was  
10 calculated into the first loan that the  
11 Andersons applied for with Wells Fargo Home  
12 Mortgage or if this was like an afterthought and  
13 somebody just recalculated and said, "Hey, we're  
14 going to roll these closing costs into it"?

15 A. Bear with me.  
16 I do not know.  
17 Q. Okay.  
18 A. Actually, it was -- they had hoped to  
19 include that in the loan amount.  
20 Q. Originally?  
21 A. Yes. And I'm looking at Exhibit 2, the  
22 loan amount calculation in item 2.  
23 Q. All right. Before you testified that  
24 you could put in another request for the loan  
25 file to see if we could find those additional

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1 credit reports. How long would that request  
2 take to be processed, do you think?  
3 A. It could take up to two weeks.  
4 MR. LYONS: Okay. Subject to  
5 that additional information being produced, I  
6 don't have any further questions, Emily.  
7 Thank you for your testimony  
8 today. I think some of these other lawyers may  
9 have questions for you.  
10 THE WITNESS: Okay.  
11 MR. LYONS: I pass the witness.  
12 MR. PERLING: Well, don't  
13 everybody jump at once. This is Lewis Perling.  
14 I'll be happy to go next.  
15 Emily, do you need to take a  
16 break, or can we go on?  
17 THE WITNESS: No, let's go on.  
18 CROSS-EXAMINATION  
19 BY MR. PERLING:  
20 Q. Did your company ever receive a credit  
21 report from Equifax that showed either borrower  
22 as deceased?  
23 A. Could you repeat that question?  
24 Q. Yes. Did your company ever receive a  
25 credit report from Equifax that showed either

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1 MR. LYONS: Objection. Asked and  
2 answered.  
3 Q. You can answer, ma'am.  
4 A. I'm not -- directly out of their  
5 pocket?  
6 Q. In any manner.  
7 A. I am only assuming that they were  
8 getting a better interest rate, so the length of  
9 time that it took to close prevented them from  
10 paying -- getting the benefit of the lower  
11 interest rate.  
12 Q. Okay. And that length of time that it  
13 took them to close was not caused in any way by  
14 Equifax, was it?  
15 A. I don't know.  
16 Q. Well, did your company ever use an  
17 Equifax credit report in making their decision  
18 on whether or not to grant this loan?  
19 A. No.  
20 Q. Therefore, there was no effect that  
21 Equifax caused on this loan whatsoever; correct?  
22 A. Correct.  
23 Q. You said you had some communications  
24 with Sue Woolsfeld from the plaintiffs'  
25 attorney's office?

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1 borrower as deceased?  
2 A. No.  
3 Q. So, then -- or further, there was no  
4 adverse action taken by your company on this  
5 application for credit with the Andersons, was  
6 there?  
7 A. What do you mean by "adverse action"?'  
8 Q. Well, they were never denied a loan  
9 with your company; correct?  
10 A. Not that I am aware of.  
11 Q. Okay. And their interest rate was  
12 never increased as a result of any delay;  
13 correct?  
14 A. Correct.  
15 Q. And the fact that the underwriting had  
16 to go to manual underwriting didn't cost them  
17 anything, did it?  
18 MR. LYONS: Objection.  
19 Mischaracterizes her testimony.  
20 Q. All right. Well, let me back up. Did  
21 this loan go through manual underwriting?  
22 A. Yes.  
23 Q. Did the fact that it went through  
24 manual underwriting cost the consumers or the  
25 borrowers anything?

1 A. Yes.  
2 Q. When was that?  
3 A. Yesterday.  
4 Q. Okay. And was that the only  
5 communication you've had with Ms. Woolsfeld?  
6 A. Initially she contacted me to let me  
7 know that she'll be sending me the documents.  
8 Q. Okay. So you've had -- it was -- was  
9 that two telephone communications you had with  
10 her?  
11 A. Yes.  
12 Q. And the first one was just to say that  
13 she was sending you documents; correct?  
14 A. Correct.  
15 Q. And the conversation you had with her  
16 yesterday, what was the conversation about?  
17 A. I was seeking the time for the  
18 subpoena.  
19 Q. Okay. Anything else?  
20 A. No. She provided me an E-mail with all  
21 of the document numbers that would be used.  
22 Q. Okay. Have you ever discussed the  
23 facts of the case with Ms. Woolsfeld or anyone  
24 from the plaintiffs' attorney's office?  
25 A. No.

1 MR. PERLING: Hold on just a  
2 moment. I'm going to flip through a couple of  
3 documents, see if I have any other questions.  
4 I have no further questions.  
5 Thank you, ma'am.  
6 Subject to recross, I'll pass the  
7 witness.  
8 MR. GIRVAN: This is Erik Girvan.  
9 Does anybody mind if I go next?  
10 CROSS-EXAMINATION  
11 BY MR. GIRVAN:  
12 Q. All right. Emily, this is Erik Girvan.  
13 I represent CSC Credit Services. Can you hear  
14 me okay?  
15 A. Yes.  
16 Q. Okay. I just have a few questions for  
17 you today.  
18 First of all, have you ever heard  
19 of CSC Credit Services?  
20 A. What does "CSC" stand for?  
21 Q. Computer Sciences Corporation is the  
22 name of the parent company, but the name of the  
23 actual company is CSC Credit Services.  
24 A. I have not.  
25 Q. Okay. A moment ago Mr. Perling just

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1 the overrides?  
2 Q. I can rephrase that. Is there a policy  
3 that Wells Fargo Home Mortgage has about when  
4 they conduct those or --  
5 A. Not that I'm aware of. It's extremely  
6 rare.  
7 Q. So is it discretionary, would you say?  
8 A. Yes.  
9 Q. I think you also testified earlier that  
10 one of the reasons that the loan did not close  
11 in March -- I think you said it was pushed up to  
12 April because there was some documentation  
13 missing; is that correct?  
14 A. Yes.  
15 Q. Can you tell me what that is?  
16 A. It was a subordination agreement.  
17 Q. Can I assume the subordination  
18 agreement is another requirement for the  
19 closing? Is that correct?  
20 A. Correct.  
21 Q. Are there any other requirements for a  
22 closing that weren't satisfied in this case at  
23 the time that they were due?  
24 A. This will take me a minute.  
25 Q. Please take your time.

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1 asked you whether or not Wells Fargo Home  
2 Mortgage reviewed or relied upon an Equifax  
3 credit report in making a credit decision  
4 regarding the Andersons.  
5 A. Yes.  
6 Q. I'm going to ask you the same question  
7 about CSC. Did Wells Fargo Home Mortgage ever  
8 review or rely upon a CSC credit report in  
9 making any determination or credit decision for  
10 the Andersons?  
11 A. No, not that I'm aware of.  
12 Q. You testified earlier that -- I believe  
13 it was on February 10th Wells Fargo Home  
14 Mortgage decided to conduct -- I think what you  
15 said was a sort of manual underwriting override  
16 of the system in order to approve the Andersons  
17 for their loan; is that correct?  
18 A. Yes.  
19 Q. Okay. Is there any reason that  
20 override cannot have been done earlier?  
21 A. I can't answer that. I don't know the  
22 answer.  
23 Q. Are there any set criteria for doing  
24 those overrides that you know of?  
25 A. Are there any set criteria for doing

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1 A. Yes.  
2 Q. What are those?  
3 A. A satisfactory appraisal, copies of the  
4 two most recent year-to-date pay stubs, complete  
5 copy of most recent one month's bank statement,  
6 and lender to receive a copy of the fully  
7 executed second mortgage note and security  
8 instrument from Northwest Airlines, and I'm  
9 referring to Exhibit 6.  
10 Q. Which Bates label page is that?  
11 A. I read from page 152.  
12 Q. Did the lack of any of these documents  
13 cause any delay in the closing of the Andersons'  
14 loan?  
15 A. No.  
16 Q. They were just documents that they  
17 didn't have at this time; is that correct?  
18 A. That they did not have at the time of  
19 application.  
20 Q. So it's your testimony that the only  
21 document that actually pushed off the closing  
22 date was the subordination agreement?  
23 A. Say that again.  
24 Q. I'm sorry. Is it your testimony, then,  
25 that the only document that actually pushed off

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1 a set closing date -- or excuse me -- a lack of  
2 a document that pushed off or caused a delay in  
3 a set closing date was the subordination  
4 agreement?  
5 A. After the loan was approved, yes.  
6 Q. Right.  
7 If you could turn to Exhibit 2  
8 for me, please.  
9 A. Exhibit what? I'm sorry.  
10 Q. Exhibit 2.  
11 A. Yes.  
12 Q. I'm looking at line number 23.  
13 A. Yes.  
14 Q. In the comments that are designated by  
15 the number 23.  
16 A. Yes.  
17 Q. Would you mind interpreting those for  
18 me?  
19 A. The client called in and confirmed that  
20 the Social Security Number, address, and ZIP  
21 code are the same that was entered into our  
22 computer, and the address -- the street name  
23 changed for fire identification about a year  
24 ago.  
25 Q. Okay. What is the "Emailed proc"

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1 A. Would you repeat the question?  
2 Q. Yes. I was wondering, assuming that  
3 the notes are accurate -- let me go back.  
4 You testified that if the  
5 Andersons tried to provide their own credit  
6 report to Wells Fargo Home Mortgage, that's  
7 something that would appear in the notes which I  
8 think we've marked as Exhibit 2, and so I'm  
9 asking you, then, that, assuming that those  
10 notes are correct, whether or not it would be  
11 your testimony that the Andersons ever did,  
12 indeed, try to proffer their own credit reports  
13 or a copy of their credit report to Wells Fargo  
14 Home Mortgage?  
15 A. I don't know the answer to that.  
16 Q. You cannot tell from looking at  
17 Exhibit 2; is that correct?  
18 A. Correct.  
19 Q. I guess I just want to be clear on  
20 that. You said a moment ago that -- you  
21 testified that that was something that would be  
22 reflected in Exhibit 2; is that correct?  
23 A. It would typically be reflected, yes.  
24 Q. Okay. Is anything like that reflected  
25 in Exhibit 2?

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1 portion?  
2 A. Where do you see that?  
3 Q. It's the last -- after the "for fire  
4 ID."  
5 A. Oh, E-mailed processor.  
6 Q. Okay. Is that the person that's sort  
7 of guiding the loan through the process?  
8 A. Yes.  
9 Q. Do you know if the Andersons ever  
10 attempted to provide a copy of their credit  
11 reports to Wells Fargo Home Mortgage independent  
12 of Wells Fargo's own credit pulls?  
13 A. I do not.  
14 Q. Would the notes indicate something like  
15 that?  
16 A. Yes.  
17 Q. So I guess, assuming the notes are  
18 accurate then, do you believe that they ever  
19 tried to provide any credit report to Wells  
20 Fargo Home Mortgage of their own accord?  
21 MR. LYONS: Objection. Calls for  
22 speculation.  
23 That's Tommy Lyons.  
24 Q. You can answer. If you need to review  
25 them, that's fine.

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1 A. Not that I saw.  
2 MR. GIRVAN: Okay. Those are all  
3 the questions I have. Thank you very much.  
4 MR. LYONS: Chris Lane, do you  
5 want to go next?  
6 MR. LANE: Yeah, I'll go ahead  
7 and go next.  
8 CROSS-EXAMINATION  
9 BY MR. LANE:  
10 Q. Ms. Meatte, my name is Christopher  
11 Lane, as you know, and I represent Trans Union.  
12 Earlier Mr. Lyons asked the  
13 question, does the reporting of deceased stall  
14 or stop the application process, and your answer  
15 was yes. Which is it? Does it stall the  
16 process or does it stop the process?  
17 A. It was -- it was stalled.  
18 Q. I believe you testified earlier that  
19 there was a manual override in the underwriting  
20 process to override the lack of a FICO score; is  
21 that right?  
22 A. Yes.  
23 Q. And I believe Mr. Girvan asked you  
24 why couldn't the override have taken place  
25 earlier, and I believe you said -- I believe you

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1 don't know the answer to that question. Do you  
 2 know who there at Wells Fargo would know the  
 3 answer to that question?

4 A. No, I don't.

5 Q. Do you know if there's a set policy  
 6 that says, if you can't get a score for a  
 7 certain period of time, thereafter you can  
 8 manually override if you have enough additional  
 9 information, or is it sort of up to the  
 10 individual underwriter's discretion?

11 MR. LYONS: Objection. Lack of  
 12 personal knowledge. Asked and answered.

13 That was Tommy Lyons.

14 A. Would you repeat the question.

15 Q. Does Wells Fargo have a policy on how  
 16 many times or for what period of time they try  
 17 to get a FICO score before they move on to other  
 18 options, such as overriding?

19 A. Not that I'm aware of.

20 Q. Okay. Do you know who made the  
 21 ultimate decision in this case to do the manual  
 22 override?

23 A. Yes.

24 Q. Okay. Who was that?

25 A. Jeannie Wehrmeyer.

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1 A. That is when she got involved. It was  
 2 on that day.

3 Q. She made the override decision that  
 4 day?

5 A. Yes.

6 Q. Does the file or does your personal  
 7 knowledge indicate to you what caused her to  
 8 come on board that day?

9 A. She is a higher level underwriter.

10 Q. Okay. Tell me a little bit about this  
 11 subordination agreement. What is that?

12 A. Subordination agreement. The client  
 13 had two mortgages on the property, one with  
 14 Wells -- I don't know if the initial one was  
 15 with Wells Fargo or not, but we're paying off  
 16 the first mortgage.

17 They had a second mortgage with  
 18 another lender that I wanted to remain open. If  
 19 we would not have subordinated that loan, the  
 20 second mortgage holder would have become the  
 21 first mortgage holder, and we only -- in this  
 22 platform only originate first mortgage loans.

23 Q. Why did it take so long for that to get  
 24 worked out?

25 A. It's dependent on a third party.

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1 Q. How do you spell her name?

2 A. It's in Exhibit 6.

3 Q. Okay.

4 A. It's W-e-h-r-m-e-y-e-r.

5 Q. Okay. And what is her position?

6 A. She was a contract underwriter.

7 Q. Do you know from the notes at all there  
 8 whether she worked on this application from its  
 9 inception back in November of 2002?

10 A. Say it again. Can I tell if she worked  
 11 on this file from November?

12 Q. Of 2002, yes, ma'am.

13 A. I cannot tell if she was the initial --  
 14 well, it does not indicate that she was the  
 15 initial underwriter.

16 Q. Okay. Do you know how -- when we see  
 17 the first indication of her working on the file?

18 A. Yes.

19 Q. Okay. From the notes, where do we see  
 20 her first appearance?

21 A. On Exhibit 6, it's February 10th.

22 Q. Of '03?

23 A. Yes.

24 Q. And how soon thereafter did she make  
 25 the decision to override?

1 Q. So if you had a score back in November  
 2 of 2002, yet you didn't get this agreement  
 3 worked out until April of 2003, would the  
 4 approval have been delayed until then?

5 A. Repeat the question.

6 Q. Okay. Let's say you had a score back  
 7 in November '02 --

8 A. Yes.

9 Q. -- yet you weren't able to work out the  
 10 subordination agreement until let's say April  
 11 '03. Would the closing have been delayed until  
 12 you worked the subordination agreement out?

13 A. Subordination agreement would have  
 14 needed to be completed before we closed the  
 15 loan.

16 Q. Why do we see multiple applications in  
 17 this file?

18 A. The first application is the initial  
 19 application. The last application is the  
 20 application after the underwriter has verified  
 21 all the information. It is not uncommon for  
 22 information to change, such as balances in  
 23 credit report -- or I'm sorry -- balances on  
 24 assets or lines of credit.

25 Q. Ms. Meatte, I'm going to direct your

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1 attention to Exhibit 2, page 260 of that  
2 document.

3 A. Okay.

4 Q. That suggests pushing closing off until  
5 the end of the month. Even though that's March,  
6 that means the end of April and not the end of  
7 March; is that right?

8 A. Which note are you referring to?

9 Q. 106.

10 A. That is correct.

11 Q. Okay.

12 A. If the loan would have closed  
13 on -- they have a rescission period, so it would  
14 have gone into the beginning -- the loan would  
15 not have funded until the beginning of April.

16 Q. Okay. I'm going to direct your  
17 attention to page 240 of that same document,  
18 entry 017, of 12-02-02.

19 A. Bear with me a moment. Let me get  
20 there.

21 And you said 017?

22 Q. Yes, ma'am.

23 A. Yes.

24 Q. Okay. Can you read that section to me  
25 in common language?

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1 A. Yes. The borrower called in wanting to  
2 know the status of his loan. The loan was still  
3 in underwriting, and she'd be contacted within  
4 two to three weeks.

5 Q. Okay. Does, typically, underwriting  
6 take some period of time from the application  
7 process until the time it is either approved or  
8 denied?

9 A. Yes.

10 Q. Okay. How long does that typically  
11 take?

12 A. Depending on the rate environment.

13 Q. Is there a range?

14 A. At that time, it was two to three  
15 weeks.

16 Q. Well, even if you had a score for the  
17 Andersons when they filled out their initial  
18 application, it still would have been some lag  
19 time, perhaps two to three weeks before it would  
20 have been approved even if everything was as it  
21 should have been?

22 A. That I do not know.

23 Q. Do you know loans that close the same  
24 day?

25 A. Do I know of loans that close the same

1 day?

2 Q. Mortgages, yes.

3 A. I do not.

4 Q. Okay. So you would agree there's some  
5 lag time on all mortgage applications?

6 A. From the loan application to decision,  
7 yes.

8 Q. Okay.

9 A. On most.

10 Q. But you're not prepared to say that  
11 averages about two to three weeks?

12 A. Repeat the question.

13 Q. But you're not prepared to say that  
14 averages about two to three weeks, on average?

15 A. No, I am not.

16 Q. What is the average?

17 A. I don't have an average. It depends on  
18 the rate environment.

19 Q. Have you ever seen one close within a  
20 week?

21 A. Yes.

22 Q. Is there any correlation between how  
23 good the rate is how quickly it can close?

24 A. A direct correlation, it's -- the  
25 entire loan would have to be taken into

1 consideration.

2 Q. At some point I believe Mr. Anderson or  
3 Mrs. Anderson maybe were required to send in  
4 some additional documentation that they had to  
5 fax several times that never made it there. Did  
6 you see that in the log for the note somewhere?

7 A. Give me a moment to read.

8 Q. Why don't you take a look at Exhibit 2,  
9 entry 081 on page 252.

10 A. Yes.

11 Q. Do you know what documentation they're  
12 requesting there?

13 A. According to the notes, the client  
14 wanted to know if the processor received the fax  
15 of his W-2's and pay stubs.

16 Q. Okay. Do you know when that was  
17 finally received, or if it was finally received?

18 A. I'm referring to note 085, "Received  
19 W-2 tax return info. Will submit to  
20 underwriting."

21 Q. Okay. And that's on March 10th of '03?

22 A. Yes.

23 Q. Now, was that mandatory for closing,  
24 the receipt of those documents?

25 A. I'm going to -- referring to Exhibit 6,

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1 page 0152, wanted to receive copies of two most  
 2 recent year-to-date pay stubs and W-2's for  
 3 borrowers verifying a monthly base salary.

4 Q. So what is that telling you? Is that  
 5 telling you --

6 A. It is required, yes.

7 Q. So even with a score, they couldn't  
 8 have closed until they got those documents in?

9 A. Even with a score. Depending on what  
 10 the score was, correct.

11 Q. Is there a set score above which they  
 12 would not have needed that documentation?

13 A. We have a decisioning solution or a  
 14 decisioning matrix that if a loan -- if the loan  
 15 is -- I shouldn't say structured, but the loan  
 16 scores a certain way, ratios are a certain way,  
 17 loan dividers are a certain way, credit history,  
 18 the entire credit portfolio, if you will, is  
 19 taken into consideration.

20 If it falls into that and a score  
 21 is a part of that component, we would not  
 22 require any verification of income.

23 Q. Do you know -- well, you don't know if  
 24 that situation was present here?

25 A. Correct.

1 Q. Can't the underwriter who overrode the  
 2 lack of a score also have overridden the need  
 3 for that initial documentation?

4 A. No.

5 Q. Do all of the underwriting work sheets  
 6 inform the borrowers that that information is  
 7 going to be needed?

8 A. The document that the client would  
 9 receive is the commitment letter with the  
 10 conditions.

11 Q. It would have told them that that  
 12 information, the W-2's, would have been  
 13 necessary?

14 A. Yes.

15 Q. When would they have first gotten that  
 16 information in this instance?

17 A. A commitment letter was issued on  
 18 April 3rd, 2003. Wait a minute.

19 A commitment letter -- repeat the  
 20 question, please.

21 MR. LANE: Ms. Warren, can you  
 22 help me out, please?

23 (Requested portion of the record  
 24 was read.)

25 A. I do not know the date.

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1 Q. Is that something borrowers are  
 2 typically told at the time of their initial  
 3 application?

4 A. At the time of initial application,  
 5 they are told generally what they anticipate the  
 6 documents to be. Once the loan is approved, a  
 7 commitment letter is issued which would contain  
 8 the conditions for closing or for full loan  
 9 approval.

10 Q. But in this instance we don't know when  
 11 they were first advised that they were going to  
 12 need these W-2 forms?

13 A. The reference that I have -- I'm  
 14 looking at Exhibit 2, page 0249, notes on  
 15 February 17th.

16 Q. Of what year?

17 A. 2003.

18 Q. Okay.

19 A. And it's item 062.

20 Q. And that's the only record we can find  
 21 so far?

22 A. Yes.

23 Q. But that's not to say that they weren't  
 24 advised of that fact at some earlier point?

25 A. Yes.

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1 MR. LYONS: Objection. Calls for  
 2 speculation.

3 That was Tommny Lyons.

4 A. I don't know the answer to that.

5 Q. Earlier, Ms. Meatte, Mr. Lyons went  
 6 over the credit reports with you, Exhibits 4  
 7 and 7, and he went over the inquiries there, and  
 8 you testified that the additional inquiries were  
 9 to see if a FICO score was available. How did  
 10 you know that?

11 A. I'm going through notes. Bear with me.  
 12 Exhibit 2, page 240, item 20  
 13 dated December 11th, '02.

14 Q. Okay.

15 A. Branch change to 02 from 01. When we  
 16 pull credit, we can -- we cannot -- the loan was  
 17 in a -- from that site, we could not pull any  
 18 credit information, from branch 01. The loan  
 19 needed to indicate branch 02.

20 Q. And what is that telling us?

21 A. That they changed it to pull credit.

22 Q. What's a branch?

23 A. It's a system code. "BRCH" was  
 24 reference to branch.

25 Q. So it's your testimony that line 020 of

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1 page 240 of Exhibit 2 is what tells you that all  
2 the inquiries that you discussed with Mr. Lyons  
3 was in an effort to find a FICO score?  
4 A. Oh, no, I beg your pardon. I'm sorry,  
5 no.

6 On item -- still Exhibit 2,  
7 page 0240, item 018, on 12-9.

8 Q. Okay.

9 A. That -- the changing of the branch  
10 code --

11 Q. Uh-huh.

12 A. -- corresponds with the inquiry on the  
13 credit report.

14 Q. Meaning the date is the same?

15 A. Yes. So that would tell me that that  
16 was -- that would be an indication to me that  
17 credit was pulled that day.

18 Q. The notation there or just the fact  
19 that the dates are the same?

20 A. The notation, the branch change from 01  
21 to 02.

22 Q. So does the similar indication in  
23 line 020 tell you that again?

24 A. 12-11, I -- no.

25 Q. Well, how do you know that means credit

1 the additional inquiries from Wells Fargo Home  
2 Mortgage were to see if the FICO score was  
3 available.

4 A. Yes.

5 Q. And my question is how do you know  
6 that, and you referred me to something that  
7 refers to December 9th, '02 only.

8 A. There would not be -- the credit  
9 report, the initial credit report would have  
10 still been useful from the date pulled. We  
11 wouldn't -- there would not be another reason  
12 for us to pull another credit report.

13 Q. As you look at 018, what about that --  
14 what about that entry, 018 on page 240 of  
15 Exhibit 2, tells you that the basis of that  
16 credit check was to check for the FICO score?

17 A. It does not.

18 Q. How do you know that?

19 A. How do I know what?

20 MR. LYONS: Objection. Asked and  
21 answered. It's harassing.

22 This is Mr. Lyons.

23 Q. Mr. Lyons asked you if the additional  
24 inquiries that we see on Exhibits 4 and 7 were  
25 to check and see if there was a FICO score, and

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1 was reviewed in 018?

2 A. Because it corresponds with the credit  
3 report the same date. A credit report in that  
4 team could not be pulled unless the branch code  
5 was 01.

6 Q. But it says in 018 it was changed to 01  
7 from 02?

8 A. Right.

9 Q. That means it was pulled on 12-9. In  
10 order to pull credit, the branch code must say  
11 "01"?

12 A. Correct.

13 Q. Okay. What else did you use to  
14 formulate the basis of that testimony that all  
15 the inquiries were to see if a FICO score was  
16 correct? That explains 12-9-02.

17 A. I'm going to read through some other  
18 notes. Bear with me.

19 Q. Okay.

20 A. That's all that I have at this time.

21 Q. So just that indication on 12-9-02  
22 tells you that all of the inquiries that we  
23 see --

24 A. Specific to the 12-9-02 inquiry, yes.

25 Q. But you testified earlier that all of

1 you said yes, and my question is, how do you  
2 know that?

3 A. There is not another reason that we  
4 would need to pull a credit report.

5 Q. And how did you know that this was --  
6 so it's a deduction. You have deduced that?

7 A. Yes.

8 Q. Okay. Now, how were you involved with  
9 this application process?

10 A. I was the manager.

11 Q. Okay. Do you recall having pulled  
12 credit only to look for FICO scores yourself?

13 A. No.

14 Q. And the only documentation you're going  
15 to point me to in support of that opinion is  
16 what we've talked about before?

17 A. Yes.

18 Q. I'm sorry?

19 A. Yes.

20 MR. LANE: Can we go off the  
21 record really quick?

22 (An off-the-record discussion  
23 was held.)

24 Q. Again, Ms. Meatte, briefly, I want to  
25 go over that line 018 of page 240 of Deposition

1 Exhibit 2. 2 A. Yeah. 3 Q. I want to go through that -- I want to 4 go through that line there. 5 A. Line 18? 6 Q. 018. 7 A. Great. 8 Q. Okay. Looks like the "12-9-02," that's 9 the date? 10 A. Correct. 11 Q. Then in the parentheses we have 12 "10:58." Is that the time? 13 A. That's correct. 14 Q. What's that next indication there? It 15 looks like "N878283"? 16 A. That's the employee's number who 17 entered the note. 18 Q. Okay. And what about "BRCH"? 19 A. Branch. 20 Q. And what about "CHG"? 21 A. Change. 22 Q. "To" is like the word "to"; right? 23 A. Yes. 24 Q. Okay. "To 01 from 02"? 25 A. "To 01 from 02," correct.	Page 74	1 A. We are two separate companies, yes. 2 Q. So if I have inquiries that show Wells 3 Fargo Financial, that would not have been an 4 inquiry associated with this mortgage 5 application? 6 A. That is my understanding. 7 Q. Give me a couple of minutes to check my 8 notes, and I may be close to finished with you. 9 Let's go back to Exhibits 4 10 and 7. 11 A. Exhibits 4 and 7, you say? 12 Q. Yes, ma'am. Those are the credit 13 reports. 14 A. Yes. 15 Q. Okay. And I believe we've already 16 established that that information appears to 17 have come from Trans Union and Experian. 18 A. I'm going to double-check. 19 Q. Okay. 20 A. Correct. 21 Q. Okay. And there's no way to 22 determine -- I believe you testified earlier 23 that you were able to ascertain that the 5414 24 Cross Country Bank account on page 174 of 25 Exhibit 4 was from Experian.	Page 76
1 Q. Did that tell you that credit was 2 pulled that day? 3 A. That's telling me that the branch code 4 was changed to 01 from 02. 5 Q. And you know that it needs to be 01 in 6 order to pull credit? 7 A. That's correct. 8 Q. Okay. So you don't know even for a 9 fact that credit was pulled that day? 10 A. Correct. 11 Q. And you see in the entry 020, that same 12 document, that it was changed back to 02 on 13 December 11th, '02? 14 A. Correct. 15 Q. And when it's an 02, you can't pull 16 credit? 17 A. Correct. 18 Q. Is Wells Fargo Home Mortgage what we 19 would call a subscriber to Trans Union, meaning 20 can you access Trans Union's credit reports 21 directly, or do you have to go through a 22 reseller? 23 A. You know, I'm not sure. 24 Q. Is Wells Fargo Home Mortgage distinct 25 from Wells Fargo Financial?	Page 75	1 A. Yes, according to the DOCCTL notes. 2 Q. But yet you were unable to ascertain 3 who generated the Cross Country Bank 4227 4 information on that same report? 5 A. Correct. 6 Q. I believe you're going to try to locate 7 the additional credit reports that were pulled; 8 is that right? 9 A. I will request the file from 10 post-closing to determine if there are any 11 additional credit reports in the file. 12 Q. Are the credit reports that you access 13 there at Wells Fargo Home Mortgage typically in 14 this format as we see in Exhibits 4 and 7? 15 A. Yes. 16 Q. When Wells Fargo obtains a credit 17 report in the fashion of Exhibits 4 and 7 from 18 multiple credit reporting agencies, it's 19 impossible for them to ascertain simply based on 20 the four corners of that report which agency 21 reported which item of information? 22 A. Say it again, please. 23 Q. Is that accurate; that when Wells Fargo 24 Home Mortgage gets their credit reports in the 25 fashion we see in Exhibits 4 and 7, when they	Page 77

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Page 80

1 come from multiple reporting agencies, that the  
2 report itself does not distinguish what agency  
3 report it was?  
4 A. Correct.  
5 Q. Does Wells Fargo obtain sort of an  
6 electronic version of this that only a computer  
7 can read, or does everything come out in a hard  
8 copy like this?  
9 A. We also do electronic.  
10 Q. I'm sorry?  
11 A. Electronic.  
12 Q. What does that mean?  
13 A. Computer.  
14 Q. A computer version that's pretty much  
15 gibberish to the naked eye that's been  
16 translated into what we see in Exhibits 4 and 7?  
17 A. I don't know what you mean by  
18 "gibberish."  
19 Q. Quite often credit reports come in  
20 what's called raw data, meaning computer data  
21 that's then translated into something we can  
22 read like we see in Exhibits 4 and 7.  
23 A. Yes.  
24 Q. Do you know if that's how the  
25 information is transmitted to Wells Fargo Home

1 denied mortgage or denied credit from Wells  
2 Fargo?  
3 A. No, not that I'm aware of.  
4 Q. Okay. So they got credit from Wells  
5 Fargo at the rate that they wanted?  
6 A. Yes.  
7 Q. And they got credit from Wells Fargo at  
8 the terms that they wanted?  
9 A. Yes.  
10 Q. Did they get the credit for the home  
11 they wanted to purchase?  
12 MR. LYONS: Objection. Calls for  
13 speculation.  
14 That's Tommy Lyons.  
15 A. Would you mind repeating the question?  
16 Q. To your knowledge, did Wells Fargo give  
17 the Andersons credit for the home that they were  
18 originally planning to purchase?  
19 A. That I don't know.  
20 Q. Okay. It's my understanding that Wells  
21 Fargo did its own separate investigation. You  
22 mentioned that earlier; is that correct?  
23 MR. LYONS: Objection, vague.  
24 Tommy Lyons.  
25 A. Would you mind repeating the question?

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1 Mortgage?  
2 A. The information is transmitted, and it  
3 is legible and interpretable.  
4 Q. Okay. Just like in Exhibits 4 and 7?  
5 A. "Just like," exact format?  
6 Q. Yes.  
7 A. That I don't believe is the exact  
8 format.

9 MR. LANE: Okay. I don't have  
10 any further questions. Thank you.

11 CROSS-EXAMINATION

12 BY MR. MANGHILLIS:

13 Q. This is Jeff Manghillis from Experian.  
14 I just have a couple of questions.

15 First of all, I want to put on  
16 the record that I have not received the  
17 documents for this deposition, and therefore,  
18 I'm going to keep it open until we do receive  
19 the documents, and I may ask you for further  
20 questioning sometime down the road.

21 A. Okay.

22 Q. But in the sense of trying to get this  
23 taken care of today, a couple of quick  
24 questions.

25 First of all, were the Andersons

1 Q. Yes. You mentioned earlier that Wells  
2 Fargo did its own investigation when it checked  
3 into the Andersons' Social Security Numbers;  
4 correct?  
5 A. I'm not sure I understand the question.  
6 Did its own investigation on the Social  
7 Security?  
8 Q. You mentioned that Wells Fargo  
9 contacted the Andersons and did a Social  
10 Security check, number check?  
11 A. Yes.  
12 Q. And what was the term you used for  
13 that?  
14 A. Let me get -- I'm just going to get it  
15 from Exhibit 2. Bear with me.  
16 On Exhibit 2, page 0241,  
17 item 023, Social Security, address and ZIP code  
18 "Same as entered in driver." Is that what  
19 you're referring to perhaps?  
20 Q. You mentioned that Wells Fargo affirmed  
21 that the Andersons were not deceased; correct?  
22 A. Yes.  
23 Q. Okay. And is that what you're  
24 referring to there on Exhibit Number 2?  
25 A. We were confirming that we had the

1 correct Social Security Numbers.  
2 Q. Okay. And what was the term you used  
3 for that?  
4 A. I don't remember. I'm sorry. Let me  
5 see if there's something in the notes that --  
6 maybe Social Security verification. I don't  
7 recall a term that I used for that. I'm sorry.  
8 Q. Now, during this verification, you  
9 confirmed the information concerning the  
10 Andersons; correct?  
11 A. We confirmed their Social Security  
12 Number, their address, and ZIP code.  
13 Q. And you relied upon that information  
14 when granting the Andersons' request for credit;  
15 correct?  
16 A. We relied on that --  
17 MR. LYONS: Objection. Vague and  
18 confusing.  
19 That's Mr. Lyons.  
20 A. We used that information to confirm  
21 that what we had in our system was correct.  
22 Q. Okay. So that when you granted the  
23 Andersons credit concerning that information,  
24 you did not rely on the Experian report;  
25 correct?

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1 REDIRECT EXAMINATION  
2 BY MR. LYONS:  
3 Q. Emily, that brings us back to me, Tommy  
4 Lyons. I've just got a couple of follow-up  
5 questions for you, and then I think we're done.  
6 A. Okay.  
7 Q. You talked about the subrogation  
8 agreement -- or the subordination agreement. Is  
9 it true that the subordination agreement isn't  
10 necessary unless underwriting approves the loan?  
11 A. Correct.  
12 Q. That's the first step; right?  
13 Underwriting has to approve the loan, and then  
14 will continue on with the other conditions that  
15 need to be met; correct?  
16 A. The loan has to be approved before we  
17 get the subordination agreement.  
18 Q. Got it. And so based on the notes and  
19 on the documents that you have reviewed,  
20 underwriting didn't approve the loan until, at  
21 the very earliest, February 10th of '03;  
22 correct?  
23 A. Correct.  
24 Q. And that's when the manual override  
25 happened due to the lack of a FICO score;

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1 A. We relied on the reporting of the  
2 credit lines, but not the credit score.  
3 Q. Okay. And you didn't rely upon any  
4 report that the Andersons were deceased;  
5 correct?  
6 A. We did not confirm that the Andersons  
7 were deceased; correct?  
8 Q. Did you rely upon that?  
9 A. Right. We omitted that as a factor.  
10 Q. Okay. Do you know if any delay or any  
11 possible delay in the Andersons getting credit  
12 caused the Andersons not to close on any  
13 particular real estate?  
14 A. Any new real estate or the existing --  
15 the real estate that they're refinancing?  
16 Q. The real estate that they were  
17 refinancing. Did it prohibit them from doing  
18 that at all?  
19 A. In the end, no.  
20 MR. MANGHILLIS: Subject to  
21 further questions when Experian gets the  
22 relevant documents, I have no further questions  
23 at this time.  
24 THE WITNESS: Okay.  
25

1 correct?  
2 A. Correct.  
3 Q. And it's your testimony today that the  
4 lack of the FICO score was caused by the  
5 consumers being reported as deceased; correct?  
6 MR. LANE: This is Chris Lane for  
7 Trans Union. I'm going to object to the form  
8 and make a foundational objection.  
9 Q. Go ahead, ma'am.  
10 A. Correct.  
11 Q. All right. Did you personally, Emily,  
12 have any direct communication with the  
13 Andersons?  
14 A. No.  
15 Q. Did you have any direct communication  
16 at any time with any of the Wells Fargo agents  
17 that were attempting to assist the Andersons?  
18 A. Not that I am aware of.  
19 MR. LYONS: All right. I have  
20 nothing further, and I do appreciate your  
21 patience and your testimony today.  
22 THE WITNESS: Thank you.  
23 MR. PERLING: Nothing further  
24 from Equifax. This is Lewis Perling.  
25 MR. GIRVAN: Nothing further from

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1 CSC. Thank you, Emily.  
2 RECROSS-EXAMINATION  
3 BY MR. LANE:  
4 Q. Just briefly for Trans Union.  
5 Do you know what credit report  
6 the overriding underwriter relied on when she  
7 made the overriding decision?  
8 A. She would have used Exhibit 4 and  
9 Exhibit 7.  
10 Q. And, again, what was the date that she  
11 manually overrode the lack of a score?  
12 A. It was February 10th, 2003.  
13 Q. And Exhibit 4 was provided to Wells  
14 Fargo in November of '02?  
15 A. Yes.  
16 Q. And Exhibit 7 in January of '03?  
17 A. Yes, it was January 10, 2003. I'm  
18 sorry. Yeah, January 10th, 2003.  
19 Q. Again, we might have gone over this,  
20 and if so, I apologize. The override  
21 decision -- I know you probably said this --  
22 that was discretionary on her part, right, not a  
23 matter of Wells Fargo doesn't have a set policy?  
24 A. Not that I'm aware of.  
25 MR. LANE: Okay. No further

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1 MR. LYONS: Then you waive it.  
2 THE WITNESS: Okay.  
3 MR. LYONS: You can tell the  
4 court reporter whether or not you'll want to  
5 review it or whether you say, "You know what, I  
6 waive it."  
7 THE WITNESS: Yeah, I will want  
8 to review it.  
9 MR. LYONS: Okay. Then you have  
10 to make arrangements with the court reporter for  
11 her to get the copy to you for you to review it,  
12 and you can do that with her.  
13 Right, Madame Court Reporter?  
14 THE COURT REPORTER: Right.  
15 MR. LYONS: All right. Thanks,  
16 everybody. We're off the record.  
17 THE REPORTER: The deposition of  
18 Emily Meatte is now complete. When transcribed,  
19 the original of the deposition and the original  
20 exhibits shall be given to Mr. Lyons.  
21 (Deposition concluded at 12:26 p.m.)

22 (UNLESS OTHERWISE DIRECTED BY  
23 COUNSEL OR THE PARTIES HERETO, THE STENOGRAPHIC  
24 NOTES FOR THE FOREGOING DEPOSITION SHALL BE  
DESTROYED AFTER A PERIOD OF 3 YEARS FROM THE  
DATE OF TAKING OF SAID DEPOSITION.)

25

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1 questions. Thank you.  
2 MR. MANGHILLIS: No further  
3 questions from Experian.  
4 MR. LYONS: Emily, I'm not your  
5 lawyer -- this is Tommy Lyons -- but you have  
6 the right to read and sign your deposition, or  
7 you can waive that right.  
8 And I'm not telling you what to  
9 do. I'm just telling you that those are your  
10 two options. You have the right to review it,  
11 look it over, and make any changes that you feel  
12 are necessary, or you can waive that right to do  
13 that, but once -- you have to make a decision  
14 one way or the other now and let the court  
15 reporter know what you decide, and then it's  
16 kind of then you go down either path, but I'm  
17 not giving you any advice as to what to do. I  
18 just want you to know that you've got that  
19 option.

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SIGNATURE PAGE

I, EMILY MEATTE, the witness in  
the foregoing deposition, do hereby certify that  
I have read the foregoing 88 pages of  
typewritten material and that the same is, with  
the corrections noted on the attached page, if  
any, a true and correct transcription of my  
deposition upon oral examination given at the  
time and place herein stated.

EMILY MEATTE

Subscribed and sworn to before me this  
day of \_\_\_\_\_, 2004.

Notary Public

Brian C. Barton  
6/17/04

Multi-Page™

Anderson v. Trans Union, et al

1

UNITED STATES DISTRICT COURT  
WESTERN DIVISION OF WISCONSIN  
COURT FILE NO. 03-C-0510 C

Penny Lee Anderson and  
Russell D. Anderson, Sr.,

Plaintiffs,  
vs.

Trans Union, L.L.C.;  
Experian Information Solutions, Inc.;  
CSC Credit Services, Inc.; and  
Equifax, Inc. d/b/a Equifax Information  
Services, LLC,

Defendants.

DEPOSITION OF

BRIAN C. BARTON

JUNE 17, 2004

**COPY**

Lynda L. Sandy, Court Reporter  
APS INTERNATIONAL, LTD.  
APS International Plaza  
7800 Glenroy Road  
Minneapolis, Minnesota 55439-3122  
PHONE (952) 831-7776 \* FAX (952) 831-8150

Brian C. Barton  
6/17/04

Multi-Page™

Anderson v. Trans Union, et al

Page 4

1 BRIAN C. BARTON,  
 2 having been first duly sworn,  
 3 was examined and testified as follows:  
 4

## EXAMINATION

6 BY MR. LYONS:

7 Q. State your full name, sir.  
 8 A. Brian Christopher Barton.  
 9 Q. And Brian Christopher Barton, where do you  
 10 live?  
 11 A. I live at 20683 Hampshire Way, that's  
 12 Lakeville, Minnesota 55044.  
 13 Q. And you are here today pursuant to directions  
 14 from your employer, Ameriquest Mortgage, is that it?  
 15 A. That is correct.  
 16 Q. And Ameriquest Mortgage has been subpoenaed  
 17 and a Notice of Deposition has also been served on them,  
 18 and so I'm showing you what has been marked as Exhibit  
 19 1.  
 20 MR. LYONS: And for those of you not  
 21 present, Exhibit 1 is the Notice of Taking Deposition  
 22 with its attachment, Exhibit A, a letter dated September  
 23 11, 2003, from Ameriquest Mortgage Company to Penny  
 24 Anderson.  
 25

Page 5

1 BY MR. LYONS:

2 Q. Have you seen this document before, sir,  
 3 Exhibit 1?  
 4 A. Yes, I have.  
 5 Q. And how have you informed yourself to answer  
 6 questions today on behalf of Ameriquest?  
 7 A. I have read through this exhibit, Exhibit  
 8 Number 1.  
 9 Q. All right. And have you looked at any other  
 10 documents with respect to the claims of -- or the file  
 11 of Penny and Russell Anderson?  
 12 A. Yes, I have.  
 13 Q. And what documents would those be, sir?  
 14 A. That would be Exhibit Number 2, which is the  
 15 credit report, and I believe the 1003, the application  
 16 for the mortgage.  
 17 Q. All right. And why don't you take a look at  
 18 Exhibit 2.

19 MR. LYONS: And Everybody, Exhibit 2 has  
 20 got a cover sheet on it of the Dierdre Turner affidavit.  
 21 The second page up in the upper right-hand corner has  
 22 got -- it's a fax from Ameriquest, it's got the  
 23 Ameriquest fax line on it and it starts with P 002/020,  
 24 which is the November 4, 2003, letter from Penny  
 25 Anderson to Ameriquest asking for records. And then it

Page 6

1 goes on from there 03/020 all the way through 020/020,  
 2 so there are 19 pages. And what I believe is missing is  
 3 the fax cover sheet and I've looked for it and I can't  
 4 find it here today. And then the first --

5 MR. GIRVAN: The copies I have from you  
 6 don't have fax numbers on them.

7 MR. LYONS: They don't? Okay, we'll  
 8 have to --

9 MR. CENTO: This is John Cento, mine  
 10 don't either.

11 MR. LYONS: All right. Then we'll  
 12 describe them sheet by sheet, but they are all part of  
 13 Exhibit 20. And generally what they consist of,  
 14 there's --

15 MR. CENTO: Did you say Exhibit 20 or  
 16 Exhibit 2?

17 MR. LYONS: Excuse me. Exhibit 2 is a  
 18 20-page exhibit, and we'll describe each of the 20 pages  
 19 as we go through it, okay?

20 MR. CENTO: Okay.

21 MR. LYONS: And these are records, I  
 22 represent to all of you right now, and Mr. Barton will  
 23 correct me as we go through the course of the deposition  
 24 as to whether these are all of the records regarding the  
 25 loan application, mortgage application that Penny

Page 7

1 Anderson and Russell Anderson put to Ameriquest in  
 2 approximately September of 2003 and related documents,  
 3 the application and the related documents. So I'm going  
 4 to proceed with Mr. Barton now under the understanding  
 5 that I'll identify each of the pages in Exhibit 2 when  
 6 we get to it.

7 BY MR. LYONS:

8 Q. Now, you have familiarized yourself with the  
 9 Anderson application so that you can testify on behalf  
 10 of Ameriquest Mortgage, Mr. Barton. Do you have any  
 11 personnel knowledge of either Mr. Anderson or Mrs.  
 12 Anderson or this specific application itself?

13 A. What I remember is vaguely taking the  
 14 application from the beginning; and the reason why I  
 15 remember is that we had to deny them credit because it  
 16 showed on the correct report that they were deceased,  
 17 therefore, we could not give them a loan.

18 Q. All right. So were you in their presence or  
 19 did you do this over the phone or how do you remember  
 20 this transaction?

21 A. This was all over the telephone.

22 Q. And from looking at Exhibit 2 -- or Exhibit 1,  
 23 which has a copy of the denial letter attached to it as  
 24 Exhibit A, can you tell why the Andersons were seeking a  
 25 mortgage from Ameriquest; was it in response to some

Page 20

1 have been looking for six total credit scores; is that  
 2 it?  
 3 A. That is correct.  
 4 Q. And when you looked at this exhibit and as you  
 5 look at it again today, Exhibit 2, this page one of the  
 6 credit report from Equifax Mortgage Services --  
 7 A. Uh-huh.  
 8 Q. -- how many out of the six were reported?  
 9 A. There's one score, it shows two scores, it  
 10 looks like 9001, I mean, that's -- I don't think that is  
 11 an accurate score, there is no such score as 9001, the  
 12 9 0 0 1 right here on the second and third lines down.  
 13 Q. And you're pointing to the Fair Isaac model  
 14 score for --  
 15 A. Yes, and then it says deceased, correct.  
 16 Q. And then the other one below it is --  
 17 A. The rest of -- the next one, two, three, four,  
 18 I think there's only four more, all say deceased for  
 19 Penny and Russell.  
 20 Q. All right. So out of the six, there were five  
 21 no scores or scores that indicated deceased?  
 22 A. Here I only see four; one, two, three, four.  
 23 Q. Let me just take a quick look.  
 24 A. Okay, up on the top, I didn't see that one so  
 25 there is five that say deceased.

Page 21

1 Q. And of the five that say deceased, how many  
 2 are for Penny and how many are for Russell?  
 3 A. Three say deceased for Penny and two say  
 4 deceased for Russell.  
 5 Q. All right. Now, when you went to the manager,  
 6 what were you seeking from your manager, Mike I think  
 7 you said, Mike Sampson when you went and took this  
 8 application to him?  
 9 A. I just had no idea what to do; I mean, I was  
 10 talking on the phone with someone who is alive that on  
 11 the credit report says they're deceased, so I didn't  
 12 know if there was some way -- if I was supposed to  
 13 contact the credit bureau, I wasn't sure how that  
 14 worked, and he said I wasn't supposed to do that, the  
 15 customer had to make that next step. Because I wanted  
 16 to do everything I could for the customer to get a loan  
 17 in process for them.  
 18 Q. So whose responsibility at Ameriquest Mortgage  
 19 was it to communicate this back to Penny and Russell,  
 20 that their loan application had not gone through?  
 21 A. That was my job.  
 22 Q. And in what fashion did you make that  
 23 communication; did you do it by phone or by mail?  
 24 A. I did it -- I personally gave her, if I  
 25 remember, gave her a call before the Exhibit 1-A -- or

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1 Exhibit A --  
 2 Q. Of Exhibit 1?  
 3 A. -- of Exhibit 1 was sent out, I had contacted  
 4 her and told her that there was -- that they would have  
 5 to make that next step and call the credit bureaus, and  
 6 once it was all taken care of we could reevaluate that  
 7 situation.  
 8 Q. All right. Now, does this letter, Exhibit A  
 9 that we see attached to Exhibit 1 of your deposition, is  
 10 that something that goes from your local office in  
 11 St. Paul or does it come from some other mail center for  
 12 Ameriquest?  
 13 A. I believe it comes from our corporate office  
 14 in California.  
 15 Q. How then does the corporate office in  
 16 California know that Mr. Sampson and you were not able  
 17 to process this loan application?  
 18 A. We basically -- into the computer we put that  
 19 the credit was denied.  
 20 Q. All right. And the denial, are you the one  
 21 that puts the X in the box that we see here on Exhibit  
 22 A?  
 23 A. No, I am not.  
 24 Q. Do you send a code to the headquarters or how  
 25 does that get done?

Page 23

1 A. I really don't know.  
 2 Q. This box says that, we do not grant credit on  
 3 any -- let's see, excuse me, it says, "We do not grant  
 4 credit to any applicant on the terms and conditions you  
 5 have requested." Have you used that type of coding  
 6 yourself in any part of your job at Ameriquest?  
 7 A. No.  
 8 Q. And what do you believe you communicated to  
 9 California or wherever the headquarters were that issued  
 10 this Exhibit A credit denial?  
 11 A. In the computer we just put -- it says "credit  
 12 denied," so that's all, we just click on that and then  
 13 these forms are generated, I believe, from our corporate  
 14 office.  
 15 Q. And as far as you know the process at  
 16 Ameriquest, can headquarters override what you tell  
 17 them; in other words, you tell them, we denied credit  
 18 here locally for whatever reason, can they then alter  
 19 the reason or grant credit?  
 20 A. I'm really not sure.  
 21 Q. Okay. And in this case you coded in "credit  
 22 denied," and what was the reason for credit being denied  
 23 at your local office between you and the branch manager  
 24 Mr. Sampson?  
 25 A. That the credit bureaus were reporting that

<p style="text-align: right;">Page 24</p> <p>1 the customers were deceased.</p> <p>2 Q. All right. When you were taking this 3 application, the first application that you had where 4 someone was asking for a loan and they were being 5 reported as deceased by the credit bureau, do you look 6 through the credit report that you have downloaded and 7 attempt to analyze it in any way or make any 8 determination or do you stop with the fact that they 9 were reported deceased on the first page?</p> <p>10 A. No, if I remember right, I still -- I made a 11 call to Penny and I told her what was showing on the 12 credit report, that her and Russell were deceased. I 13 still went through the whole credit report to see if 14 this stuff on there that was reporting was accurate; and 15 if I remember right, all the stuff on here was theirs, 16 all these accounts were correct.</p> <p>17 Q. Except the part about --</p> <p>18 A. Being deceased.</p> <p>19 Q. Okay. And do you recall if Ms. Anderson had 20 any reaction to you telling her that she was denied 21 because she was deceased?</p> <p>22 A. I really cannot remember.</p> <p>23 Q. All right. And did you have any further 24 contact with Ms. Anderson after that phone call early in 25 September on the day that she applied for the loan?</p>	<p style="text-align: right;">Page 26</p> <p>1 she was always very nice to me.</p> <p>2 MR. LYONS: All right. I don't have any 3 further questions.</p> <p>4 MR. PERLING: This is Lewis Perling, who 5 wants to go next? Shall it be me?</p> <p>6 MR. LYONS: Go ahead, you spoke up.</p> <p>7 MR. CENTO: Who's going to go after 8 that? I'll take next, if that's okay. This is John 9 Cento.</p> <p>10 MR. RAWLIN: That's fine, John, I can go 11 whenever.</p> <p>12 MR. CENTO: Okay.</p> <p>13 EXAMINATION</p> <p>14 BY MR. PERLING:</p> <p>15 Q. This is Lewis Perling, I represent Equifax. 16 How are you today, Mr. Barton?</p> <p>17 A. I'm doing pretty good. How about yourself?</p> <p>18 Q. Doing fine. Doing fine.</p> <p>19 A. Good.</p> <p>20 Q. Did you have an opportunity to talk to the 21 plaintiff's attorney, Mr. Lyons, prior to giving your 22 deposition today?</p> <p>23 A. Just when I walked in the door.</p> <p>24 Q. What did you all talk about when you came in 25 the door today?</p>
<p style="text-align: right;">Page 25</p> <p>1 A. After that I don't think we had anymore 2 contact until she had mailed me this request for the 3 denial letter. I actually gave -- the second I got this 4 I actually gave her a call and told her I would, you 5 know, get all the necessary paper or documents together 6 and I would next day Fed-Ex them to her.</p> <p>7 Q. And did you sense any emotion or lack of 8 emotion at her end of that phone conversation when you 9 responded to the handwritten letter we see as part of 10 Exhibit 2? And that handwritten letter, by the way, is 11 dated November 4, 2003.</p> <p>12 MR. RAWLIN: This is Dustin Rawlin. I'm 13 going to object for lack of foundation, calls for 14 speculation.</p> <p>15 MR. LYONS: All right.</p> <p>16 BY MR. LYONS:</p> <p>17 Q. You can answer, he's just objecting.</p> <p>18 A. Okay. I remember Penny Anderson, she was 19 always very nice to me, she just seemed, you know, 20 really frustrated with the fact that this -- she was 21 having a hard time getting this taken care of because 22 she was being turned down for everything; credit cards, 23 if I remember right, any kind of -- anything she 24 applied for with credit she was being turned down and 25 she just really wanted to get this taken care of, but</p>	<p style="text-align: right;">Page 27</p> <p>1 A. He just basically told me that we would be 2 coming in this room and we'd be getting on a conference 3 call and I'd be getting asked some questions.</p> <p>4 Q. Okay. Did you discuss the questions that you 5 might be asked with Mr. Lyons prior to the deposition?</p> <p>6 A. No, I was not. No, I did not.</p> <p>7 Q. How about with any of the attorneys for your 8 company?</p> <p>9 A. No, I have not.</p> <p>10 Q. Have you ever given a deposition other than 11 today?</p> <p>12 A. No, I have not.</p> <p>13 Q. Now, you said that Ms. Anderson contacted your 14 company via the Internet, correct?</p> <p>15 A. That is correct.</p> <p>16 Q. Did she fill out an application via the 17 Internet?</p> <p>18 A. To the best of my knowledge.</p> <p>19 Q. We don't have that application that she filled 20 out via the Internet here in front of us, do we?</p> <p>21 A. Probably not.</p> <p>22 MR. LYONS: He's looking through Exhibit 23 right now, and do you see it in there, sir?</p> <p>24 THE WITNESS: No, no, I do not.</p>

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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STEPHEN OLWELL,

Civil No. 01-1481 (JRT/FLN)

Plaintiff,

v.

MEDICAL INFORMATION  
BUREAU, a/k/a MIB Group, Inc.;  
LINCOLN BENEFIT LIFE  
COMPANY, a/k/a Allstate Financial  
Corporation,

**MEMORANDUM OPINION AND  
ORDER ON DEFENDANTS'  
MOTIONS FOR SUMMARY  
JUDGMENT**

Defendants.

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Thomas J. Lyons, Sr., THOMAS J. LYONS & ASSOCIATES, P.A., 342  
County Road D, Little Canada, MN 55117.

Patrick J. Rooney and Patrick Alan Reinken, RIDER BENNET EGAN &  
ARUNDEL, 2000 Metro Center, 333 South 7<sup>th</sup> Street, Minneapolis, MN  
55402, for defendant Medical Information Bureau.

Laura L. Myslis, GISLASON & HUNTER, P.O. Box 5297, Hopkins, MN  
55343-2297, for defendant Lincoln Benefit Life Company.

Plaintiff filed this action against defendants Medical Information Bureau (“MIB”) and Lincoln Benefit Life Company (“Lincoln Benefit”) under the Fair Credit Reporting Act (“FCRA”) alleging that they falsely reported that he is a smoker. Plaintiff claims this false report caused him to be denied a most-favorable 20-year renewable life insurance

FILED \_\_\_\_\_  
RICHARD D. SLETTEN, CLERK  
JUDGMENT ENTD. \_\_\_\_\_  
DEPUTY CLERK \_\_\_\_\_

policy. Plaintiff also asserts claims for defamation and invasion of privacy (“common law claims”). Defendants have each moved for summary judgment on plaintiff’s FCRA claims and common law claims. For the reasons discussed below, the Court grants defendant MIB’s motion for summary judgment on the FCRA § 1681e(b) claim, and grants both defendants’ summary judgment motions on plaintiff’s common law claims. In all other respects, defendants’ motions are denied.

### **BACKGROUND**

Plaintiff applied for a life insurance policy from Lincoln Benefit in October 1999. As part of the application, plaintiff submitted blood and urine samples. Those samples were sent to a testing lab, Osborn Laboratories (“Osborn”). Osborn tested the samples for various substances, including cotinine. Plaintiff’s urine tested positive for cotinine, which indicates that he had experienced nicotine use within a certain time prior to the test. Osborn retested the sample, and again it was positive. Osborn then informed Lincoln Benefit of the positive result, and Lincoln Benefit reported the results to MIB.

Defendant MIB is a not-for-profit association of life insurance companies of which Lincoln Benefit is a member. MIB collects information from member companies and, when authorized, provides that information to other life insurance member companies. MIB thus prevents potential fraud from insurance applicants who might attempt to conceal or omit information relevant to insurance underwriting. For this summary judgment motion, MIB concedes that it is a “consumer reporting agency” (“CRA”) as defined by the FCRA.

Shortly after obtaining the positive test results, in January of 2000, Lincoln Benefit offered plaintiff a “smoker” policy for \$250,000 coverage at a cost of around \$1,000 per year.<sup>1</sup> Plaintiff did not purchase the policy. Lincoln Benefit also informed plaintiff about his rights under the FCRA.

Almost a year after turning down the Lincoln Benefit policy, in December 2000, plaintiff applied for a life insurance policy through AIG<sup>2</sup> and again submitted a urine sample. Although the urine sample plaintiff provided in 2000 tested negative for cotinine, his 1999 result influenced the policy that AIG offered plaintiff. In January of 2001, AIG offered plaintiff a “standard plus” non-smoker’s policy, at a rate of \$450 per year for \$250,000 coverage. The comparable Lincoln Benefit policy was \$470 per year for the same amount of coverage, however, the AIG policy was guaranteed for only ten years, while the Lincoln Benefit policy would have been guaranteed for twenty years.

After realizing the 1999 test resulted impacted his insurability, plaintiff began to inquire about his consumer medical file. He wrote to MIB requesting information, and MIB responding by disclosing the report to plaintiff and informing him that he could seek a correction if he believed the information was incorrect. Upon reviewing the report, plaintiff believed that it contained an error. He then wrote to MIB requesting that MIB contact Lincoln Benefit to find out how to correct the mistake and restore his record. In March 2001, MIB forwarded plaintiff’s letter to Lincoln Benefit. At that time MIB also

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<sup>1</sup> Plaintiff testified that the policy was offered at \$1,095 per year, while the insurance broker remembers that the policy was offered at \$985.50. See Plaintiff’s brief at 4 and MIB’s brief at 6. This slight difference does not impact the Court’s summary judgment decision.

<sup>2</sup> AIG is not a party to this action.

provided plaintiff a "Request for Reinvestigation" form and asked that he return it. MIB requested that Lincoln Benefit initiate a reinvestigation according to "MIB Policy and Procedures." MIB also provided plaintiff's record and a "Guide to Reinvestigation" to Lincoln Benefit.

In April Lincoln Benefit advised plaintiff that it had confirmed the results of the test with the testing facility and noted that the testing facility verified that the chain of custody was intact. Lincoln Benefit told plaintiff that it was their practice not to retest urinalysis when the chain of custody was intact. MIB then informed plaintiff that he could contest the accuracy of the MIB report, but plaintiff did not do so. MIB also informed plaintiff that he could submit a concise statement setting forth what he believed was the correct relevant or fair information, and stating the reasons why he disagreed with MIB's refusal to correct, amend, or delete recorded personal information. Plaintiff did not submit such a statement.

## ANALYSIS

### I. The Fair Credit Reporting Act<sup>3</sup>

The crux of plaintiff's complaint under the FCRA is that defendant MIB failed to take reasonable steps to ensure the accuracy of the initial report (a violation of § 1681e(b)), and that both defendants subsequently failed to reinvestigate after he notified them of the alleged inaccuracy (a violation of § 1681i(a)(1)(A) and § 1681s-2(b)).

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<sup>3</sup> 15 U.S.C. §§ 1681 *et seq.*

The FCRA gives consumers certain rights with respect to the credit information that is maintained and distributed about them, including the ability to receive a notice of an adverse action based on the credit information, to obtain a copy of the information, and to dispute the accuracy of that information. Consumer reporting agencies (“CRAs”) must follow reasonable procedures to assure the maximum possible accuracy of the information concerning the individual whose consumer history is stored on their database. 15 U.S.C. § 1681e(b).<sup>4</sup> In addition, CRAs are required to reinvestigate if a consumer notifies the agency of a dispute regarding the completeness or accuracy of information contained in a consumer’s credit report. 15 U.S.C. § 1681i(a)(1)(A).<sup>5</sup> During the reinvestigation, the CRA is required to review and consider all relevant information submitted by the consumer within 30 days. *Id.* After the reinvestigation, the CRA must either correct the file, or if it finds no errors, allow the consumer to file a brief statement of the dispute, which must be included in subsequent consumer reports. 15 U.S.C. § 1681i(b), (c).

Agencies that furnish information to CRAs, such as defendant Lincoln Benefit, also have responsibilities under the FCRA. Such agencies are required to conduct

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<sup>4</sup> 15 U.S.C. § 1681e(b) states: “Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.”

<sup>5</sup> Section 1681i(a)(1)(A) states:

If the completeness or accuracy of any item of information contained in a consumer’s file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly of such dispute, the agency shall reinvestigate free of charge and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5),

investigations pursuant to the requirements of § 1681i when the agencies receive notice that the information provided to the CRA has been disputed. 15 U.S.C. § 1681s-2(b)(1); *see also Bruce v. First U.S.A. Bank, Nat'l Ass'n*, 103 F. Supp. 2d 1135, 1142-43 (E.D. Mo. 2000) (discussing duties under § 1681s-2(b)(1) and the level of investigation required under § 1681s-2(b) and holding that the level of investigation required under § 1691s-2(b)(1) is equivalent to that required by § 1681i(a)).

The FCRA provides consumers with a cause of action for negligent noncompliance with §§ 1681e and 1681s-2(b), and permits the recovery of actual damages, costs, and attorney fees. 15 U.S.C. § 1681o; *see also Bruce*, 103 F. Supp. 2d at 1143 (holding consumers have private causes of action against furnishers of credit information who violate § 1681s-2(b)); *Campbell v. Baldwin*, 90 F. Supp. 2d 754, 756 (E.D. Tex. 2000) (same). *But see Carney v. Experian Info. Solutions, Inc.*, 57 F. Supp. 2d 496, 502 (W.D. Tenn. 1999) (consumers do not have a private cause of action under § 1681s-2(b)). Where the violation of the FCRA is willful, consumers are entitled to recover punitive damages in addition to the damages available for negligent noncompliance. 15 U.S.C. § 1681n; *see also Bruce*, 103 F. Supp. 2d at 1143.

## II. Standard of Review

Rule 56(c) of the Federal Rules of Civil Procedure provides that summary judgment “shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that

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before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer.”

there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” Only disputes over facts that might affect the outcome of the case under the governing substantive law will properly preclude the entry of summary judgment. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). Summary judgment is not appropriate if the dispute about a material fact is genuine, that is, if the evidence is such that a reasonable jury could return a verdict for the nonmoving party. *Id.* Summary judgment is to be granted only where the evidence is such that no reasonable jury could return a verdict for the nonmoving party. *Id.*

The moving party bears the burden of bringing forward sufficient evidence to establish that there are no genuine issues of material fact and that the movant is entitled to judgment as a matter of law. *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). The nonmoving party is entitled to the benefit of all reasonable inferences to be drawn from the underlying facts in the record. *Vette Co. v. Aetna Casualty & Surety Co.*, 612 F.2d 1076, 1077 (8<sup>th</sup> Cir. 1980). The nonmoving party may not merely rest upon allegations or denials in its pleadings, instead it must set forth specific facts by affidavits or otherwise show that there is a genuine issue for trial. *Forrest v. Kraft Foods, Inc.*, 285 F.3d 688, 691 (8<sup>th</sup> Cir. 2002).

### **III. Reasonableness of Initial Procedures**

CRAs must follow reasonable procedures to assure the maximum possible accuracy of the information concerning the individual whose consumer history is stored on their database. 15 U.S.C. § 1681e(b). Plaintiff suggests that it is not reasonable for defendant MIB to rely on information from its members when compiling reports on

consumers. He complains that MIB fails to supervise its members, and has no safeguards to ensure the reliability of information.

The reasonableness of procedures is usually a jury question. *See Crabil v. Trans Union*, 259 F.3d 662, 664 (7<sup>th</sup> Cir. 2001). However, section 1681e(b) does not impose strict liability on credit reporting agencies. *Spence v. TRW, Inc.*, 92 F.3d 380, 383 (6<sup>th</sup> Cir. 1996); *Cahlin v. General Motors Acceptance Corp.*, 936 F.2d 1151 (11<sup>th</sup> Cir. 1991); *Thompson v. San Antonio Retail Merchants Ass'n*, 682 F.2d 509, 513 (5<sup>th</sup> Cir. 1982). Therefore to survive a motion for summary judgment, a plaintiff must do more than allege that a report contained inaccuracies or that a defendant relied on inaccurate sources when compiling their reports. The plaintiff must offer specific facts that could allow a reasonable fact-finder to determine that defendant's procedures were not reasonable. In this case, plaintiff has not set forth specific facts that would allow a reasonable jury to find that defendant MIB's procedures were unreasonable.

Plaintiff's central complaint is that the cotinine test was inaccurate, and that MIB and Lincoln Benefit relied on that inaccurate test result in compiling his consumer medical report. Plaintiff does not, however, assert that the testing lab, Osborn, is an unreliable source. He puts forth no evidence that defendants had reason to question the veracity of the continine test result. In fact, the evidence before the Court shows that Osborn is an unusually reliable source. The error rate at the testing facility is exceptionally low; plaintiff does not dispute that the error rate was .000001% in 2001. Further, plaintiff does not dispute that the testing lab followed careful procedures to

ensure the chain of custody of the urine sample was intact, or that Osborn retested the sample after the initial positive result.

Where, as here, the reporting agencies have no reason to suspect their initial source was inaccurate, it would be unduly burdensome to require the agency to take additional steps to verify the accuracy of its initial source of information. *See, e.g., Henson v. CSC Credit Services*, 29 F.3d 280, 285 (7<sup>th</sup> Cir. 1994) (holding that it was reasonable, as a matter of law, for credit reporting agency to rely on information obtained from state court's judgment docket); *cf. Cushman v. Trans Union Corp.*, 115 F.3d 220, 224-26 (3<sup>rd</sup> Cir. 1997) (holding that where a consumer reporting agency relies on a reliable source, it does not have a duty to go beyond its original source unless a consumer alerts a consumer reporting agency to an alleged error).

Several circuits have reasoned that, as an initial matter, a CRA does not have a duty to investigate its sources of information, at least where those sources are reasonably reliable. *See Cushman*, 115 F.3d at 225; *Henson*, 29 F.3d at 286 (holding CRA not liable under § 1681e, as a matter of law, for reporting incorrect information obtained from a court's judgment docket). This Court concurs that absent any indication that the information in the consumer's report is inaccurate, § 1681e(b) does not mandate that the CRA go beyond the initial reported information when compiling the report.

In addition, plaintiff's argument improperly conflates the requirements of § 1681e(b) in preparing the initial consumer report, with those of § 1681i in reinvestigating disputed information. *See Cushman*, 115 F.3d at 225 (reasoning that § 1681e(b) and § 1681i(a) should not be read as to render the two sections duplicative of

each other). The reasonable procedures required under section 1681e(b) are not identical to the reinvestigation procedures mandated by § 1681i(a). *See Cushman*, 115 F.3d at 225 (affirming the grant of judgment as a matter of law as to § 1681e(b), but finding judgment as a matter of law not warranted as to § 1681i). Accepting plaintiff's argument would require that consumers be alerted to information **before** it is entered on their reports and that consumers further be given a chance to dispute the information **before** it reaches the report. Not only are these requirements unduly burdensome, but also the plain language of § 1681e(b) imposes no such duties. Instead, § 1681i grants consumers the right to voice disputes once the report has been issued. Section 1681i imposes on CRAs the responsibility to investigate and correct information once it has been disputed. Plaintiff's reading of the statute would, in effect, impose strict liability on reporting agencies, an imposition that is not supported by the plain language of the statute, and has been repeatedly rejected by courts. *Spence*, 92 F.3d at 383; *Cahlin*, 936 F.2d 1151; *Thompson*, 682 F.2d at 513. The initial reporting of a test result, when the reliability of the source is not in question, is not unreasonable even if the consumer did not have an opportunity to challenge it. Therefore, plaintiff's § 1681e(b) claim against defendant MIB does not survive summary judgment.

#### **IV. Reasonableness of the Reinvestigations**

Because §§ 1681i and 1681s-2(b)(1) impose different burdens than § 1681e(b), summary judgment, even if appropriate on a § 1681e(b) claim, may not be warranted on a § 1681i or § 1681s-2(b)(1) claim. *Cushman*, 115 F.3d at 225. Sections 1681i and 1681s-2(b)(1) require CRAs, and the agencies that furnish information to them, to reinvestigate

if a consumer notifies the agency of a dispute regarding the completeness or accuracy of information contained in a consumer's credit report. 15 U.S.C. §§ 1681i(a)(1)(A) and 1681s-2(b)(1). In this case, plaintiff sent a letter to MIB on March 21, 2001 stating that he believed that he had been inaccurately characterized as a smoker. MIB then forwarded the letter to Lincoln Benefit, with instructions to investigate. Included in MIB's correspondence to Lincoln Benefit was a "guide to reinvestigation" that specified that Lincoln Benefit was to contact sources identified by the consumer who reasonably may be expected to have information directly relevant to the disputed item. Although plaintiff provided names of sources, including his personal physician, neither defendant contacted any outside sources. Instead, the extent of the reinvestigation was to contact the testing company, and verify that the chain of custody was intact and that the sample had been tested twice.

Plaintiff argues that the failure to contact outside sources illustrates the unreasonableness of the reinvestigation, and shows defendants willfully failed to comply with their own policies. Defendants assert that the sources plaintiff cited were not "reasonably expected to have information directly relevant to the disputed item." In essence, the parties each characterize the information in the file differently. Plaintiff offered information about his status as a nonsmoker, while defendants focused on the more narrow issue of the results of the cotinine test. It is clear, however, that the import of a positive test for cotinine is to assume that the applicant is a smoker.

The FCRA does not impose strict liability for all errors on reports. *Guimond v. Trans Union Credit Info. Co.*, 45 F.3d 1329, 1333 (9<sup>th</sup> Cir. 1995). In addition, most of

the cases interpreting FCRA involve inaccurate credit information. Such information is both more likely to be incorrect than a medical test, and it is more amenable to verification once the consumer disputes it. Nonetheless, a reasonable jury could find that the procedures followed by MIB and Lincoln Benefit — specifically, the failure to contact outside sources — were unreasonable. As a result, summary judgment must be denied on this claim against both defendants.

## COMMON LAW CLAIMS

### I. Preemption

State-law privacy causes of action, such as defamation and invasion of privacy, are preempted by the FCRA unless plaintiff shows that the disclosures were made with “malice or willful intent to injure.” 15 U.S.C. § 1681h(e).<sup>6</sup> Summary judgment is appropriate on such claims where the record shows no malice or willful intent to injure. *Rhodes v. Ford Motor Credit Co.*, 951 F.2d 905, 906 (8<sup>th</sup> Cir. 1991). The “malice” or “willful intent to injure” standard is equivalent to the *New York Times* standard that a statement be made with “knowledge that it was false or with reckless disregard of whether it was false or not.” *Thornton v. Equifax, Inc.*, 619 F.2d 700, 703 (8<sup>th</sup> Cir. 1980) (quoting *New York Times v. Sullivan*, 376 U.S. 254, 279-80 (1964)). The showing of malice or willful intent to injure under § 1681h(e) is a higher standard of proof than the willfulness required for punitive damages under § 1681n. *Bruce v. First U.S.A. Bank*,

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<sup>6</sup> In pertinent part, this section states, “no consumer may bring any action or proceeding in the nature of defamation, invasion of privacy, or negligence . . . except as to false information furnished with malice or willful intent to injury such consumer.”

*Nat'l Ass'n*, 103 F. Supp. 2d 1135, 1145 (E.D. Mo. 2000) (citing *Thornton v. Equifax, Inc.*, 619 F.2d 700, 703 (8<sup>th</sup> Cir. 1980)).

Plaintiff has put forth no evidence that MIB or Lincoln Benefit acted with malice or willful intent to injure. The undisputed evidence is that MIB and Lincoln Benefit concluded, whether erroneously or not, that the information about plaintiff's cotinine test result was accurate. Nothing plaintiff has offered indicates that MIB or Lincoln Benefit knew either that the test itself was wrong, or that either entity entertained any doubt about the veracity of the test, yet reported it anyway. In fact, plaintiff did not inform defendants that he disputed the test result until after the information was reported. There are no genuine disputes of fact that could lead a reasonable jury to determine that defendants willfully or maliciously intended to injure plaintiff. Therefore plaintiff's common law claims are preempted by the FCRA.

## **II. Defamation**

Moreover, even if the defamation claim were not preempted, plaintiff has not demonstrated its elements. To successfully state a cause of action for defamation, a plaintiff must show (1) that the statement was false; (2) that it was communicated to someone besides the plaintiff; and (3) that it tended to harm the plaintiff's reputation and lower him in the estimation of the community or expose him to public hatred, contempt, ridicule, or degradation. *Rouse v. Dunkley & Bennett, P.A.*, 520 N.W.2d 406, 410 (Minn. 1994); *Phipps v. Clark Oil & Ref. Corp.*, 408 N.W.2d 569, 573 (Minn. 1987). Plaintiff

has not shown that the statement that he tested positive for cotinine injured his reputation or exposed him to public hatred, contempt, ridicule, or degradation.

In addition, Minnesota law exempts from liability those who “merely deliver or transmit defamatory material previously published by another” unless they “knew, or had reason to know, that the material was false.” *Church of Scientology of Minnesota v. Minnesota State Med. Ass’n Found.*, 264 N.W.2d 152, 156 (Minn. 1978) (citing the Restatement (Second) of Torts § 581 (1977)); *see also Cole v. Star Tribune*, 581 N.W.2d 364, (Minn. Ct. App. 1998) (relying on *Church of Scientology* to recognize a “wire service” defense). A reasonable jury could not find that MIB or Lincoln Benefit knew, or had reason to know, that the information was false when it was reported. Therefore, even if the claims were not preempted, summary judgment would be appropriate on the defamation claim.

### **III. Invasion of privacy**

Finally, plaintiff claims “invasion of privacy.” Again, even if preemption were inappropriate, plaintiff cannot demonstrate the elements to support such claims. Invasion of privacy claims have only recently been recognized in Minnesota. *See Lake v. Wal-Mart Stores, Inc.*, 582 N.W.2d 231 (Minn. 1998) (“Whether Minnesota should recognize any or all of the invasion of privacy causes of action is a question of first impression.”). In *Lake*, the court referenced the Restatement (Second) of Torts for definitions of each of the four traditional invasion of privacy torts. The *Lake* court recognized a right to privacy, including causes of action in tort for intrusion upon seclusion, appropriation, and

publication of private facts. *Lake*, 582 N.W.2d at 236. Plaintiff's invasion of privacy claim could be construed as a claim for intrusion upon seclusion or publication of private facts.

**A. Intrusion upon seclusion**

"Intrusion upon seclusion occurs when one 'intentionally intrudes, physically or otherwise, upon the solitude or seclusion of another or his private affairs or concerns . . . if the intrusion would be highly offensive to a reasonable person.'" *Lake*, 582 N.W.2d at 233 (citing Restatement (Second) of Torts, § 652B (1977)). Further, the plaintiff must have a reasonable expectation of seclusion or solitude in the data source. *Swarthout v. Mutual Service Life Ins. Co.*, 632 N.W.2d 741, 744-45 (Minn. Ct. App. 2001). In this case, plaintiff knew that the results of the cotinine test would be disclosed. In fact, he authorized the disclosure. Plaintiff does not complain that the data was disclosed beyond the insurance companies. The reasonableness of plaintiff's expectation of privacy is often a jury question, but in this case, a reasonable jury could not find that plaintiff had a reasonable expectation of privacy in the data because he explicitly authorized its disclosure. See *Swarthout*, 632 N.W.2d at 745 (citations omitted) (noting that questions of reasonableness are frequently left to the jury, but they become questions of law when reasonable persons can draw only one conclusion from the evidence).

**B. Publication of private facts**

Plaintiff's invasion of privacy claim also could be construed as a claim for publication of private facts. The *Lake* court incorporated the Restatement (Second)

definition of this tort. 582 N.W.2d at 233. ““Publication of private facts” is an invasion of privacy when one gives publicity to a matter concerning the private life of another if the matter publicized is of a kind that: (a) would be highly offensive to a reasonable person, and (b) is not of legitimate concern to the public.” *Id.* (quoting Restatement (Second) of Torts § 652D (1977)). Comment “a” to the Restatement addresses the issue of publicity, but the Minnesota Supreme Court has yet to delineate what facts an invasion of privacy tort claimant must allege in order to satisfy the burden of showing that “publicity” or “publication” of private information has occurred. The comment notes that to prove such a claim, plaintiff must show that defendants disclosed facts about his private life, in a communication to “the public at large, or to so many people it is substantially certain to become public knowledge.” Restatement (Second) of Torts § 652D, comment a.

In *C.L.D. v. Wal-Mart Stores Inc.*, 79 F. Supp. 2d 1080, (D. Minn. 1999), this Court predicted that Minnesota courts would incorporate the more narrow interpretation of “publicity” found in comment a, and granted summary judgment to defendant where the private facts were disclosed to only a few fellow employees. The Court noted that plaintiff “does not allege that defendant disclosed [the private facts] in the media or in any other form accessible to the population at large.” *C.L.D.*, 79 F. Supp. 2d at 1084. This limited disclosure did not constitute “publication.” *Id.*

In the only Minnesota case to address the issue expressly, the court held that plaintiffs met the “publication” or “publicity” prong by showing that “respondent faxed the [private facts] . . . to 16 terminals in six states.” *Bodah v. Lakeville Motor Express*,

*Inc.*, 649 N.W.2d 859, 865 (Minn. Ct. App. 2002). The *Bodah* court referenced the Restatement comment, but did not explicitly adopt the standard put forth in it. *Bodah*, 649 N.W.2d at 863-64 (noting that “it is important to look to the Restatement” but allowing a claim where publication was not to the public at large).

Although the exact contours of what constitutes “publication” are yet to be defined, plaintiff does not assert that the information was disclosed to anyone beyond three insurance companies. Even under the *Bodah* court’s more expansive interpretation of “publication,” plaintiff has not shown that defendants published the information. A reasonable jury could not find that MIB or Lincoln Benefit disclosed facts to the public, or to such a large number of people as to become public knowledge. Therefore, plaintiff cannot maintain a cause of action for publication of private facts.

## ORDER

Based on the foregoing, the submissions of the parties, and all of the records, files, and proceedings herein, **IT IS HEREBY ORDERED** that defendants’ motions for summary judgment [Docket Nos. 40, 45] are **GRANTED in part** and **DENIED in part** as follows:

1. Defendant MIB’s motion is **GRANTED** with respect to that portion of Count II relating to FCRA, 15 U.S.C. § 1681e(b); both defendants’ motions are **GRANTED** as to Count IV (defamation claims), and Count V (invasion of privacy claims). Accordingly, that portion of Count II relating to FCRA, 15 U.S.C. § 1681e(b)

and Counts IV and V of plaintiff's amended complaint [Docket No. 55] are **DISMISSED WITH PREJUDICE.**

2. Defendants' motions are **DENIED** in all other respects.

DATED: January 7, 2003  
at Minneapolis, Minnesota.

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JOHN R. TUNHEIM  
United States District Judge

LOIS Federal District Court Opinions

CURTIS v. TRANS UNION, LLC, (N.D.Ill. 2002)

THOMAS CURTIS and KIMBERLY CURTIS, Plaintiffs, v. TRANS UNION, LLC and  
FORD MOTOR CREDIT COMPANY, Defendants.

No. 02 C 207, No. 02 C 208

United States District Court, N.D. Illinois, Eastern Division

December 6, 2002

MEMORANDUM OPINION AND ORDER

DAVID H. COAR, United States District Judge

Plaintiffs Thomas Curtis and Kimberly Curtis ("Plaintiffs") bring essentially identical complaints against Defendants Trans Union, LLC ("Trans Union") and Ford Motor Credit Company ("Ford Credit") alleging these defendants have violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"). The cases originally were assigned to two different judges, but on April 18, 2002, they were deemed related and both cases were assigned to this Court. Trans Union and Ford Credit have filed a Joint Motion for Summary Judgment as to both cases. As both complaints allege identical claims with identical facts, for efficiency purposes, this Court will dispose of both motions in this opinion. For the following reasons, Defendants' Joint Motion for Summary Judgment is GRANTED in part and DENIED in part.

**I. Summary Judgment Standard**

Summary judgment is proper "if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fed.R.Civ.P. 56(c); Kamler v. H/N Telecom, Servs., Inc., 305 F.3d 672, 677 (7th Cir. 2002). A genuine issue of material fact exists for trial when, in viewing the record and all reasonable inferences drawn from it in a light most favorable to the non-movant, a reasonable jury could return a verdict for the non-movant. Anderson v. Liberty Lobby Inc., 477 U.S. 242, 248 (1986); Fritcher v. Health Care Servs. Corp., 301 F.3d 811, 815 (7th Cir. 2002).

The movant bears the burden of establishing that no genuine issue of material fact exists. Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986); Hedberg v. Indiana Bell Tel. Co., 47 F.3d 928, 931 (7th Cir. 1995). If the movant meets this burden, the non-movant must set forth specific facts that demonstrate the existence of a genuine issue for trial. Rule 56(e); Celotex, 477 U.S. at 324. A scintilla of evidence in support of the non-movant's position is insufficient, and the non-movant "must do more than simply show that there is some metaphysical doubt as to the material fact." Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986); see also Anderson, 477 U.S. at 250. Weighing evidence, determining credibility, and drawing reasonable inferences are jury functions, not those of a judge deciding a motion for

summary judgment. Anderson, 477 U.S. at 255.

## II. Background

The following facts are taken from the parties Local Rule 56.1 materials. Plaintiffs are individuals who reside in the Northern District of Illinois. Defendant Trans Union is a limited liability corporation under Delaware law and is authorized to do business in Illinois. Trans Union is a "consumer reporting agency" as defined by 15 U.S.C. § 1681a(f). Defendant Ford Credit also is a Delaware corporation authorized to do business in Illinois. Its business consists of, among other things, purchasing retail lease contracts from automobile dealers.

On September 4, 1997, Plaintiffs entered into a Motor Vehicle Lease Agreement (the "Contract") with Hawkinson Ford Company ("Hawkinson" or the "Dealership") for the lease of a used 1995 Ford Windstar. Hawkinson subsequently assigned the Contract to Ford Credit. The Contract required the Plaintiffs to make 24 monthly payments in the amount of \$384.79 beginning on September 4, 1997. The Plaintiffs made 22 of the 24 required payments before they discovered that the Dealership had misrepresented the true condition of the Subject Vehicle; namely, they did not disclose that it had sustained accident damage prior to the Plaintiffs' lease. As a result, Plaintiffs ceased making payments on the Subject Vehicle and returned it to the Dealership.

On September 13, 1999, Thomas Curtis filed a complaint against Hawkinson and Ford Credit in the Circuit Court of Cook County, Illinois, and Ford Credit filed a counterclaim (Case No 99 L 010204). On December 29, 2000, the state court matter went to arbitration. An arbitration order was entered on September 18, 2001, *nunc pro tunc* March 19, 2001 in favor of Thomas Curtis and against the Dealership on the counts in the complaint. As to Ford Credit, the arbitration order was in favor of Ford Credit on the counts in the complaint but in favor of Thomas Curtis on Ford Credit's counterclaim. On June 17, 2002, the Appellate Court of Illinois, First Judicial District, entered an order remanding the state court matters to the trial court. At this point, no further determination has been made as to the state court action.

While the parties did not include the following remaining pertinent facts in their Local Rule 56.1 Statement of Facts, the Court includes them here because the parties raised and relied on these facts in their briefs. Sometime after the Plaintiffs voluntarily returned the Subject Vehicle to the Dealership, Ford Credit reported that the Subject Vehicle was repossessed and that Plaintiffs owed a sum of \$2,487.38. Trans Union, a consumer reporting agency that publishes individual credit reports, included Ford Credit's report on the Plaintiffs' individual credit reports. The Plaintiffs disputed this information in writing to Trans Union on the basis of the facts surrounding their state court action. For example, in one letter dated September 28, 2001 to Trans Union, Plaintiffs wrote:

– On Ford Motor Cr AHN164JWN5 Auto Lease

I have previously disputed that entry for the following reasons:

Auto Was NEVER Repossessed – Auto was voluntarily returned at lease end.

Unpaid Balance was \$768.00

I won litigation for FRAUD on 1/6/01 and was awarded \$10126.00 which is due to me from Hawkinson Ford and Ford Motor Credit. My lease contract was nullified on 1/6/01 in Cook County Court.

Per my phone conversation with your office Ford has refused to correct or update my file therefore:

I DEMAND THAT THE ADVERSE INFORMATION REPORTED ON KIMBERLY J CURTIS [] AND THOMAS K CURTIS [] CREDIT FILES BE REMOVED IMMEDIATELY. I DEMAND THAT ALL PARTIES WHO HAVE RECEIVED MY CREDIT REPORT BE SENT A CORRECTED REPORT.

Trans Union investigated Plaintiffs' disputes by asking Ford Credit to verify the information raised by Plaintiffs. Trans Union submitted this request to Ford Credit by including in the "Customer States" section of its Automated Consumer Dispute Verification ("ACDV") Response forms comments such as: "Disputes current balance - please update; Disputes MOP - Payment pattern - Hist & Max Delinq; Consumer states Auto Ret'd Judgment Awarded to him" and "Disputes MOP - Payment pattern - Hist & Max Delinq; Account in Litigation-provide current status." On each occasion, Ford Credit responded that the reports were accurate by checking the box labeled "Verified as Reported." After receiving verification from Ford Credit that the information the Plaintiffs disputed was correct, Trans Union sent Kimberly Curtis a letter informing her that, if she so wished, she could add a consumer statement to her credit file that consisted of 100 words or less.

### III. Discussion

Plaintiffs' allege that Trans Union and Ford Credit have "deliberately, willfully, intentionally, recklessly and negligently repeatedly failed to perform reasonable reinvestigations of the above disputes as required by the FCRA, have failed to remove the inaccurate information, have failed to note the disputed status of the inaccurate information and have continued to report the derogatory inaccurate information about the plaintiff[s]." Defendants move for summary judgment arguing that they fulfilled their obligations under FCRA and cannot be in violation of the statute because the information they reported is accurate, true, and correct. Plaintiffs counter that, even if the information is technically correct, Defendants still violated the FCRA because the information they reported was misleading and incomplete since Plaintiffs had a judgment in favor of them and against the Dealership at the time of the disputes. This Court addresses these arguments as to each defendant and as to each of the alleged violations of the Act.

#### A. Trans Union

##### 1. Initial Report - Violation of 15 U.S.C. § 1681 e(b)

In Count 1 of the Complaint, Plaintiffs allege Trans Union violated 15 U.S.C. § 1681e(b). Under the FCRA, a consumer reporting agency is required to follow "reasonable procedures to assure maximum possible accuracy" when preparing a consumer's credit report. 15 U.S.C. § 1681e(b). A credit reporting agency that negligently violates the provisions of the FCRA is potentially liable for actual

damages, costs, and attorney fees, 15 U.S.C. § 1681o, and a credit reporting agency that willfully violates the Act may be liable for punitive damages as well, 15 U.S.C. § 1681n. To state a claim under § 1681e(b), plaintiffs must show "(that a credit reporting agency prepared a report containing 'inaccurate' information." Henson v. CSC Credit Servs., 29 F.3d 280, 284 (7th Cir. 1994) citing Cahlin v. Gen. Motors Acceptance Corp., 936 F.2d 1151, 1156 (11th Cir. 1991). The Act, however, does not make reporting agencies strictly liable, and such agencies will not be liable if they reported inaccurate information in the consumer's credit report but followed "reasonable procedures to assure maximum possible accuracy." Henson, 29 F.3d at 284.

Here, Plaintiffs concede that Trans Union reported technically accurate information regarding the repossession of their vehicle. Nonetheless they argue that Trans Union's report was misleading and thus inaccurate under the statute because Plaintiffs had a judgment in their favor regarding the lease of this vehicle at the time of their disputes. Plaintiffs' reliance on the mere fact that the report was inaccurate does not apply to this particular alleged § 1681e(b) violation because, for the initial credit report, absent some prior indication that the information Trans Union gathered was gathered through negligence, it was reasonable and cost efficient for Trans Union to report information without independent verification. See Henson, 29 F.3d at 285. As Plaintiffs have submitted no evidence showing that Trans Union had prior notice of potential inaccuracies in Plaintiffs' credit reports or that it had reason to doubt Ford Credit's credibility, summary judgment is granted as a matter of law in favor of Trans Union as to Plaintiffs' section 1681 e(b) claims.

## 2. Reinvestigation – Violation of 15 U.S.C. § 1681i

Plaintiffs also allege that Trans Union violated provisions of Section 1681 i by not conducting a thorough reinvestigation in response to their many disputes regarding the negative credit information on the Subject Vehicle. Section 1681i governs the procedure in case of disputed accuracy of a consumer's credit report. Section 1681(a)(1)(A) requires Trans Union to reinvestigate any item disputed by the consumer, stating:

### (1) Reinvestigation required.

(A) In general. If the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly of such dispute, the agency shall reinvestigate free of charge and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30 day period beginning on the date on which the agency receives the notice of the dispute from the consumer.

Trans Union argues that it did not violate this section of the Act because it reinvestigated the information from Ford Credit and verified its accuracy. Plaintiffs, however, argue that [actually correct information that is misleading and/or incomplete can be considered inaccurate for FCRA purposes, and for support they cite Koropoulas v. Credit Bureau, Inc., 734 F.2d 37, 40-42 (D.C. Cir. 1984)]. In Koropoulas, the District of Columbia Circuit held that if a credit reporting agency reports factually correct information that also could be interpreted as

being misleading or incomplete, a factual question exists regarding whether the credit reporting agency's report is so misleading as to be "inaccurate" within the meaning of the FCRA. Id.; see also Sepulvado v. CSC Credit Servs, Inc., 158 F.3d 890, 895-96 (5th Cir. 1998) ("A credit entry may be 'inaccurate' within the meaning of the statute either because it is patently incorrect, or because it is misleading in such a way and to such an extent that it can be expected to adversely affect credit decisions.").[fn1]

Defendants argue that Koropoulos does not apply in this case because Plaintiffs cannot point to any information regarding their performance on the Ford Credit obligation that, had it been reported, would have made it more complete. Thus, Defendants argue that Trans Union's reports were not misleading and they did not omit facts that would have made them more complete. The Court finds these arguments disingenuous. Trans Union could have included information about Plaintiffs pending state lawsuit, as Plaintiffs suggested, rather than merely include the information about the repossession and unpaid balance, which is information that clearly can be expected to adversely affect credit decisions. Thus, this Court finds that a genuine issue of fact exists as to whether Trans Union's failure to include more information regarding Plaintiffs' performance on the Ford Credit obligation is so misleading as to be "inaccurate" within the meaning of the FCRA,

Plaintiffs also argue that, by simply attempting to verify the information Plaintiffs had disputed with the original source – Ford Credit – even after Trans Union received notice from Plaintiffs about judgment in their favor regarding this transaction, Trans Union failed to accurately and reasonably reinvestigate Plaintiffs' disputes as required by § 1681i. Trans Union's position is that they complied with the statutory requirements by identifying the claims Plaintiffs made in their disputes and submitting them to Ford Credit for verification. The Seventh Circuit has held, however, that in order to fulfill its obligation under § 1681i(a), "a credit reporting agency may be required, in certain circumstances, to verify the accuracy of its initial source of information." Henson, 29 F.3d at 287. Whether the credit reporting agency has a duty to go beyond the original source depends on (1) whether the consumer has alerted the reporting agency to the possibility that the source may be unreliable or the reporting agency itself knows or should know that the source is unreliable; and (2) the cost of verifying the accuracy of the source versus the potential harm to the consumer. Id. Whatever considerations exist, it is for "the trier of fact [to] weigh the[se] factors in deciding whether [the defendant] violated the provisions of section 1681i" Id. Thus, summary judgment is DENIED as to Plaintiffs' § 1681i claims.

#### B. Ford Credit

Plaintiffs allege that Ford Credit violated Section 1681 s-2(b), which sets forth investigation requirements for entities, such as Ford Credit, that furnish information to credit bureaus. This section requires that a creditor, once it receives notice of a dispute from a credit reporting agency, take the following actions:

- (A) conduct an investigation with respect to the disputed information;
- (B) review all relevant information provided by the consumer reporting agency pursuant to section 1681a(2) [of the FCRA];

(C) report the results of the investigation to the consumer reporting agency; and

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis.

15 U.S.C. § 1681s-2 (b); Dornhecker v. Ameritech Corp., 99 F. Supp.2d 918, 925 (N.D Ill. 2000). Ford Credit argues that, just as in the case of a credit reporting agency's reinvestigation under § 1681i, Ford Credit cannot be held liable under 1681 s-2(b) when the information complained of is in fact correct. For the reasons set forth above see supra II.A. a genuine issue of fact exists regarding whether the information Ford Credit continued to verify as correct was accurate under the FCRA. Thus, this Court denies summary judgment as to the section 1681 s-2(b) claims against Ford Credit.

#### IV. Conclusion

For the foregoing reasons, Defendants Trans Union's and Ford Credit's Joint Motion for Summary Judgment is GRANTED as to the § 1681e(b) claims against Trans Union and DENIED as to the remaining claims,

[fn1] The Seventh Circuit has left open the question whether the statutory term "inaccurate" reaches cases in which information in a credit report is technically accurate but misleading and/or incomplete. See Crabill v. Trans Union, LLC, 259 F.3d 662, 664 (7th Cir. 2001); Henson, 29 F.3d at 285 n. 4 (7th Cir. 1994).

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

JAMES McKEOWN,

Plaintiff,

v.

OPINION AND  
ORDER

03-C-528-C

SEARS ROEBUCK & CO.,  
TRANS UNION LLC,  
FACTUAL DATA, INC.,  
EQUIFAX INC. d/b/a EQUIFAX  
INFORMATION SERVICES, LLC  
and CSC CREDIT SERVICES, INC.,

Defendants.

This is a civil action for monetary and injunctive relief. Plaintiff James McKeown contends that defendants Trans Union LLC, Factual Data, Inc., Equifax Inc. d/b/a Equifax Information Services, LLC, CSC Credit Services, Inc. and Sears Roebuck & Co. are liable to him for (1) violation of the Fair Credit Reporting Act; (2) credit defamation; and (3) tortious interference with credit expectancy. In addition plaintiff asserts that defendant Sears is liable for invading his privacy. Now before the court are four separate motions for summary judgment filed by defendants Trans Union, Equifax, CSC and Sears. (Defendant

Factual Data has not moved for summary judgment.) Jurisdiction is present. 28 U.S.C. §§ 1331 and 1367.

None of the motions will be granted with respect to plaintiff's claims under the Fair Credit Reporting Act although plaintiff will not be allowed to seek: (1) damages for any differences in the terms between the mortgage he was able to secure and the terms he might have received had it not been for an error in his credit history; (2) recovery for any credit denial after July 7, 2003; (3) punitive damages against either defendant CSC or defendant Equifax; or (4) any actual damages against defendant Sears for its handling of the consumer dispute that plaintiff submitted to defendants CSC and Equifax in April 2003. Defendant Trans Union's motion will be granted with respect to plaintiff's state law claims of credit defamation and tortious interference with credit expectancy because these claims are preempted under the Fair Credit Reporting Act. Defendants CSC's and Equifax's motions will be denied with respect to plaintiff's credit defamation and tortious interference claims; neither defendant made a disclosure to plaintiff that would trigger the Fair Credit Act's preemption provision. Finally, defendant Sears's motion will be granted with respect to plaintiff's invasion of privacy and tortious interference with credit expectancy claims. By failing to respond to defendant Sears's motion for judgment with respect to these claims, plaintiff has forfeited them.

Defendant Equifax has argued that plaintiff sued the wrong party. In its briefs,

defendant Equifax asserts that it is merely a holding company and that plaintiff should have brought his claim directly against its subsidiary Equifax Information Services. However, there is no evidence to support this assertion of corporate structure. I will reserve judgment on this issue until there is sufficient evidence on which to reach a conclusion. Although arguing that it is a separate legal entity, defendant Equifax has moved for summary judgment apparently on behalf of Equifax Information Services on the merits of plaintiff's claims. In the event that defendant Equifax is dismissed from this action on the ground that it is found to be a separate legal entity, this summary judgment opinion will have no effect on any claim plaintiff may bring against Equifax Information Services either by obtaining leave from the court to amend his complaint in this case or by filing a separate suit.

From the parties' combined proposed findings of fact, I find the following facts to be material and undisputed.

#### UNDISPUTED FACTS

Plaintiff James McKeown is an individual residing in Grantsburg, Wisconsin. Defendants CSC Credit Services, Inc., Trans Union LLC and Equifax Information Services (Equifax) are consumer reporting agencies as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f). Each collects credit information from a variety of creditors and distributes consumer profile reports to potential future creditors. Defendant

Sears Roebuck & Co. is an Illinois corporation that extends credit lines to consumers and reports account information to a variety of consumer reporting agencies, including defendants CSC and Trans Union, which maintain consumer profile reports of plaintiff. Defendant Equifax operates nationally. However, in many geographical areas, it contracts with smaller credit reporting agencies for the files they own on residents of those areas. Defendant Equifax does not own a file for plaintiff or any other consumer living in Wisconsin. Instead, it contracts with defendant CSC for its files on Wisconsin consumers.

#### A. Sears Account

In April 1998, defendant Sears issued a credit card and assigned an account number 0177540397789 to someone. Defendant Sears's internal records for this account bear the name "JAMES N. MC OWEN." On April 29, 2002, defendant Sears received a written notice that the account holder was deceased. The letter was unsigned and did not give a date or location of death. Defendant Sears's computer system does not indicate that the letter included a social security number. Shortly thereafter, defendant Sears closed the account, entered a "deceased" code in its computer system and reported to various credit bureaus that the card holder was deceased. Defendant Sears did not retain a copy of the unsigned letter it had received.

In May 2002, defendant Sears reported electronically to defendants CSC and Trans Union in conjunction with plaintiff's account that the consumer was deceased. Defendants updated their records to reflect this information. Defendants CSC and Trans Union each published the notation of deceased on a Sears tradeline for plaintiff. (A tradeline is a summary of information reported by a particular creditor about a single consumer line of credit.) After posting the notation, defendants Trans Union, CSC and Equifax each reported activity in some of plaintiff's other joint accounts and defendant Trans Union received inquiries for plaintiff's credit report. There is no evidence that defendant Trans Union, CSC or Equifax ever received notification from the Social Security Administration that plaintiff was deceased.

B. Mortgage and Credit History

In early April 2003, plaintiff contacted Thomas Duffy, a mortgage broker at Provident Mortgage, seeking a conventional thirty-year fixed rate mortgage for \$440,000 to purchase a lake house in Webster, Wisconsin. On April 7, 2003, plaintiff applied for a loan and authorized Provident to obtain his merged credit history from defendant Factual Data. The merged history comprised three reports from different credit reporting agencies, including defendants Trans Union and Equifax. The Factual Data report showed that both defendants Trans Union and Equifax had reported the deceased notation. Later, this was

shown to be an error; defendant Equifax did not report the deceased notation on the Sears tradeline but instead reported that the account was closed. However, defendant Equifax did not score plaintiff's credit report on the ground that he was deceased. Defendant Factual Data stated on its merged report that defendant Equifax had not provided a score but instead had shown that plaintiff was deceased.

1. CSC dispute

Duffy, the Provident mortgage broker, provided plaintiff with a telephone number that he said was for defendant Equifax. Plaintiff called the number to dispute the deceased notation on his credit report. Because plaintiff was a Wisconsin resident, his call was routed to a representative of defendant CSC. In response to his call, defendant CSC sent defendant Sears an automated consumer dispute verification form, stating "PRESENT STATUS INCORRECT. PLEASE VERIFY. CONSUMER STATES NOT DECEASED / PLEASE PROVIDE STATUS." Defendant Sears replied by instructing defendant CSC to delete the account entirely and defendant CSC did so. On April 22, 2003, defendant CSC wrote plaintiff to inform him that the Sears account tradeline had been deleted. Defendant CSC attached a copy of plaintiff's credit report reflecting the deletion. Plaintiff never asked either defendant CSC or Equifax to reinsert the Sears tradeline into his credit history. When defendant Sears sends a delete message in response to an automated consumer dispute

verification request, its computer system is programed to send the delete message to the other credit reporting agencies to which it provides credit information, in this case, defendant Trans Union and Experian.

2. Trans Union dispute

On April 7, 2003, plaintiff sought his credit report and score from defendant Trans Union. Defendant Trans Union sent him its report, which included the notation of deceased next to the Sears account information. The report indicated that plaintiff also went by the name James N. McOwen; the account information that defendant Scars had been providing defendant Trans Union included the name James N. McOwen. Plaintiff was not provided with a credit score; instead the report stated "Not scored: deceased."

On April 16, 2003, plaintiff emailed defendant Trans Union, disputing the address it had listed for him, the alias James N. McOwen, the deceased notation on the Sears account and the indicator of deceased in place of a credit rating. Defendant Trans Union sent plaintiff an email advising him of its dispute procedures, telling him that he could place a one-hundred word statement in his file, which it would assist him in writing, and that he should not apply for credit while his dispute was pending. Defendant Trans Union removed the disputed previous address and the alias the same day that it received plaintiff's dispute.

To communicate plaintiff's dispute with defendant Sears, defendant Trans Union sent an automated consumer dispute verification form by entering a two-character code ("A-4"). This code produced an automatic written message stating "special comment, compliance condition and/or remarks message disputed. Consumer not liable for acct. (ie, ex-spouse, business). If liable provide complete ID and ECOA [Equal Credit Opportunity Act] code." In addition, the form indicated that the word "deceased" appeared in the remark field and that the ECOA code contained an "x," which stood for deceased. Defendant Trans Union did not report to defendant Sears that plaintiff had disputed the alias James N. McOwen or the former address that defendant Trans Union had been reporting for him. Its computer system does not enable dispute processors to discover the reporting source of aliases or former addresses.

On April 28, 2003, defendant Sears replied, stating that the account was "verified as reported" and affirming the accuracy of plaintiff's social security number, address, and the indicators of deceased in the remark and ECOA code fields as of the date reported. In the name field at the top of the page, defendant Sears entered an "S" for "same" to show that the name it had on file matched the name defendant Trans Union had on file, James M. McKeown, but at the bottom of the page, it placed a "D" for different to indicate that it had a different middle and last name. Nowhere on this response did defendant Sears state that the name it had on file for the account was James N. McOwen.

On April 29, 2003, defendant Trans Union's computer system processed defendant Sears's response and wrote plaintiff to inform him that it had verified the account information, including the deceased status. Also, defendant Trans Union provided plaintiff with a consumer disclosure report dated April 29, 2003. Defendant Trans Union never called defendant Sears regarding the apparent inconsistency between defendant Sears's verification that the whole name was the same but that the middle initial and the last name were different. Defendant Trans Union knew that plaintiff would not be likely to secure credit with the deceased status on his credit report.

### 3. Plaintiff's wife's efforts

On May 4, 2003, plaintiff left his home to go on a business trip to Europe. While he was gone, his wife received the letter that defendant Trans Union had sent, stating that defendant Sears had confirmed the notation of deceased. Upon receiving this letter, plaintiff's wife called defendant Sears directly. The representative with whom she spoke apologized for the inconvenience but explained that plaintiff would have to make the call himself to confirm his identity.

Also during that month, plaintiff's wife contacted the "I-Team," a consumer reporting team for the local news program for a CBS affiliate in Minneapolis, Minnesota, complaining about the credit reporting mix-up. Later that summer, the I-Team produced a television

report about how plaintiff's credit report falsely indicated that he was deceased.

4. Finalizing financing

Because of the deceased notations, plaintiff did not apply for a thirty-year fixed rate mortgage. Instead, he obtained an adjustable rate mortgage under which interest rates are assured for only five years. For the adjustable rate mortgage, plaintiff did not have to submit a tri-merge credit report to obtain the adjustable rate loan, as he would have for a thirty-year fixed rate mortgage. Accordingly, Duffy submitted only the credit report from Experian only with plaintiff's application. On May 2, 2003, plaintiff closed on the mortgage.

On June 27, 2003, plaintiff applied for additional loans from Community Bank of Cameron-Grantsburg and US Bank, both of which obtained a plaintiff's credit report from defendant Trans Union. Both banks denied plaintiff's loan request. Community Bank denied the application because defendant Trans Union's report did not contain a credit score; instead the report indicated that plaintiff was deceased. (It is disputed whether US Bank's reason for denying this loan was the "deceased" notation on the Trans Union report or because plaintiff had too many other obligations. In the letter that US Bank sent plaintiff, the bank stated that the principal reason for denial of the loan was excessive obligations, Yu Aff., dkt. # 45, ex. A, McKeown Dep., at 38, but a representative of US Bank has testified that the notation was the reason for the denial. Beckholm Aff., dkt. #58,

¶ 8.)

E. Post-Mortgage Inquiries

On June 27, 2003, plaintiff's wife faxed a letter to defendant Sears's probate office, asking it to remove the notation of deceased from plaintiff's report. On July 2, 2003, defendant Sears removed the notation and faxed plaintiff's wife a letter, advising her that all deceased codes had been removed from the account.

On July 7, 2003, plaintiff contacted defendant Trans Union's consumer contact department to dispute the accuracy of the Sears account information, specifically the two notations of deceased on the account tradeline. Upon learning of the dispute, defendant Trans Union generated a consumer disclosure form for plaintiff and sent defendant Sears a second automated consumer dispute form to investigate the accuracy of the account information. On July 13, 2003, defendant Sears responded by verifying much of the account information but instructing defendant Trans Union to change the remark field from "deceased" to "closed." (Again, defendant Sears reported that its records matched defendant Trans Union's with respect to plaintiff's name as a whole but that the middle initial and last name were different.)

Defendant Trans Union's automated system made no changes to plaintiff's file because defendant Sears's response indicated that the deceased notation should be removed

from the remark field but not from the ECOA code field. On July 15, 2003, defendant Trans Union mailed plaintiff a report of the reinvestigation. Defendant Sears changed the ECOA code it provided to defendants Trans Union and Equifax from "consumer deceased" to "individual account" in two universal data forms that it sent on July 14 and 17, 2003. According to its records, defendant Trans Union provided plaintiff's credit report to only two of its subscribers between April 29 and July 31, 2003: Community Bank of Cameron-Grantsburg and US Bank.

On July 22, 2003, plaintiff attorney wrote defendant CSC to dispute the information in the Sears account. In the letter, plaintiff's attorney stated that plaintiff had been denied a mortgage because of a credit report issued by defendant CSC that included the "consumer deceased" notation on the Sears tradeline. He asked defendant CSC to investigate the error. Defendant CSC started an investigation only to discover that the disputed information had already been deleted. On September 4, 2003, it sent plaintiff a letter apprising him of this fact.

#### F. Defendants' Standard Practices

##### 1. Trans Union

Defendant Trans Union has two systems for handling consumer disputes: a consumer dispute verification system and an automated consumer dispute verification process.

Through the automated process, defendant Trans Union contacts the creditor reporting the disputed information to request verification that the information provided by the consumer matches the information in the reporting creditors' records. In addition, defendant asks the reporting creditor to verify the accuracy of the remainder of the account information. If the information is verified, defendant Trans Union updates the consumer's file accordingly and notifies the consumer of that fact. If the creditor reports that the information is inaccurate or cannot be verified or it does not report in a given period, it is defendant Trans Union's general practice to delete the information from the consumer's file and notify the consumer. Defendant Trans Union permits consumers with disputes to place a one-hundred word statement into their file and advises them not to apply for credit during the investigation of the dispute.

## 2. Defendant CSC

Generally, defendant CSC investigates consumer disputes by sending an automated consumer dispute verification form to the creditors reporting the information in question. The form advises the creditor of the dispute and the requests for confirmation of the information in its file. In order to comply with Fair Credit Reporting Act guidelines, defendant CSC requires creditors to respond within a specified time frame. If the creditor verifies the information, defendant CSC considers any other information the consumer

provides and determines whether a change is warranted. If the creditor reports that the information is incorrect, defendant CSC deletes or modifies the consumer's file as the circumstances dictate. If the creditor does not respond within the given time frame, defendant CSC deletes the information from the consumer's file. Defendant CSC notifies the consumer of the results of the investigation, any changes made to the account and of the right to make a statement regarding the dispute to be placed in the consumer's credit file.

## OPINION

### A. Fair Credit Reporting Act

The Fair Credit Reporting Act creates a private right of action against consumer reporting agencies for the negligent or willful violation of any duty imposed under the statute. 15 U.S.C. §§ 1681o (negligent violations) and 1681n (willful violations); Henson v. CSC Credit Services, 29 F.3d 280, 284 (7th Cir. 1994). A consumer reporting agency that violates the provisions of the act negligently may be liable to the consumer for actual damages, costs and attorney fees. 15 U.S.C. § 1681o. Punitive damages may be available when a consumer reporting agency violates the statute willfully. 15 U.S.C. § 1681n.

Under the act, a consumer reporting agency is required to follow "reasonable procedures to assure maximum possible accuracy" of the information contained in a consumer's credit report. 15 U.S.C. § 1681e(b). However, the act "does not make

reporting agencies strictly liable for all inaccuracies.” Henson, 29 F.3d at 284 (quoting Cahlin v. General Motors Acceptance Corp., 936 F.2d 1151, 1156 (11th Cir. 1991)). Thus, a consumer reporting agency will not be liable under § 1681e(b) if it reported inaccurate information on a consumer’s credit report, so long as the agency followed “reasonable procedures to assure maximum possible accuracy.” Id. at 284.

1. Pre-dispute procedures

a. Reasonableness

Plaintiff contends that defendants Trans Union, CSC and Equifax violated section 1681e(b) by reporting the two inaccurate notations of deceased on the Sears tradeline on his credit report. Defendants contend that even though they reported this inaccurate information, they are not liable under the act because they maintained “reasonable standards to assure maximum possible accuracy.” Generally, the question of the reasonableness of the procedures is a jury question, though there are exceptions when the reasonableness or unreasonableness of the procedures is beyond question. Crabill v. Trans Union, L.L.C., 259 F.3d 662, 664 (7th Cir.2001); Kronstedt v. Equifax, 01-C-0052-C, 2001 WL 34124783, at \*8 (W.D. Wis. 2001). In these exceptional cases, the reasonableness issue may be decided as a matter of law.

Defendants Trans Union, CSC and Equifax argue that it was reasonable for them to

accept information from defendant Sears unless and until they had notice that the accuracy of the information was in question. Underpinning this argument is their assumption that defendant Sears is a presumptively reliable source of credit information. They cite the holding of the Court of Appeals for the Seventh Circuit in Henson, 29 F.3d 280, as support for their position. In Henson, the court held that consumer reporting agencies are not liable for reporting information from a judgment docket as a matter of law unless the agency has prior notice that the information might be inaccurate. Id. at 285. Plaintiff does not address this argument specifically but his responses to a number of proposed finding of fact suggest that he disputes defendant Sears's reliability as a source of information.

For the same reasons the court found it reasonable as a matter of law to report information found on a court docket in Henson, I conclude that it was not unreasonable for defendants CSC and Equifax to report information provided by defendant Sears. In Henson, the court noted that "reliance on official court records is unlikely to lead to inaccurate information except in isolated instances." Id. at 285. In support of his position, plaintiff cites an internet article about a woman whom defendant Sears reported as deceased to credit reporting agencies and four other cases involving false reporting by defendant Sears. The internet article is inadmissible hearsay for plaintiff's purposes. Even if it were not, plaintiff's evidence amounts to nothing more than isolated incidents. Plaintiff has not shown that the five incidents to which he refers were related. Moreover, these five incidents

appear marginal when contrasted with the millions of pieces of credit information that defendant Sears provides to credit reporting agencies. In Henson, the court recognized that there would be isolated incidents of misreporting by credit information furnishers. Id. at 285 (“reliance on official court records is unlikely to lead to inaccurate credit reporting except in isolated instances.”) On this record, no jury could conclude that defendants Trans Union, CSC and Equifax acted unreasonably by reporting information simply because it came from defendant Sears.

However, there are other reasons why it may not have been unreasonable to report the notation of deceased in this case despite the fact that it came from a presumptively reliable source. Quinn v. Experian Solutions, 2004 WL 609357, \*3 (N.D. Ill. 2004) (“[c]ourts have found that the Henson reasoning excuses credit agencies from independently verifying information provided by credit grantors *unless the credit agency knew or had reason to know that the credit grantor was . . . reporting inaccurate information.*”) (emphasis added and additional citations omitted). In Henson, 29 F.3d at 285, the court noted that a reporting agency is entitled to obtain information from a reliable information absent prior notice of the possible inaccuracy. Plaintiff argues that defendants Trans Union, CSC and Equifax ought to have noticed discrepancies between the notation of deceased and other information in his credit report.

In a similar case, Sheffer v. Experian Information Solutions, Inc., 2003 WL

21710573 (E.D. Pa. July 24, 2003), the court denied a motion for summary judgment brought by a credit reporting agency that had posted an inaccurate notation of deceased on a Sears tradeline. The court found no basis for assuming that defendant Sears was a suspect source of information. Instead, it reasoned that reporting the tradeline was arguably unreasonable because it indicated that the account had been opened four years before the plaintiff was born and because it was the only account among approximately two dozen reporting that the plaintiff was deceased.

Other courts have recognized that receiving inconsistent information may trigger a duty on the part of the credit reporting agency to investigate. In Bryant v. TRW, Inc., 487 F. Supp. 1234, 1242 (E.D. Mich. 1980) aff'd, 689 F.2d 72 (6th Cir. 1982), the court concluded that receiving apparently inconsistent credit reports may trigger an obligation to investigate on the part of the credit reporting agency. The court reasoned that allowing credit reporting agencies to act as nothing more than mere conduits of information would eviscerate the act's emphasis on reasonable compilation procedures. Id.

Similarly, in Stewart v. Credit Bureau, Inc., 734 F.2d 47, 52 (D.C. Cir. 1984), the court found that an inference of negligent reporting could be drawn where a credit reporting agency falsely indicated that the plaintiff had filed for bankruptcy under a wage earner plan when the notation was facially inconsistent with the remainder of the plaintiff's credit history showing minimal debt obligation and no substantial delinquency. The court stated

expressly that

[i]nconsistencies within a single file or report involving an inaccuracy as fundamental as a falsely reported wage earner plan, as well as inconsistencies between two files or reports involving less fundamental inaccuracies, can provide sufficient grounds for inferring that an agency acted negligently in failing to verify information.

Id. at 52-53; see also Smith v. Auto Mashers, Inc., 85 F. Supp. 2d 638, 641 (W.D. Va. 2000) (information not presumptively reliable where “inherently implausible or internally inconsistent”).

Discrepancies similar to those in Sheffer exist in this case. Defendant Sears reported plaintiff as deceased to defendants CSC and Equifax in May 2002. Defendants Trans Union and CSC issued plaintiff’s credit history with this notation eleven months later; during the interim, neither the Social Security Administration nor any other creditor indicated that plaintiff was deceased and activity was reported on a number of other tradelines. Defendants attempt to explain away these discrepancies. Defendant Equifax notes that it has no way of cross-referencing the Sears tradeline that reported plaintiff as deceased to other tradelines because “the information for a ‘credit report’ is not combined until a creditor makes a request for it and then the information is culled from the database.” Dft. Equifax’s Br., dkt #27, at 5. First, § 1681e(b)’s reasonable procedures mandate applies “whenever a consumer reporting agency prepares a consumer report”; it does not dictate the

particular procedural mechanisms a reporting agency must use prior to that time. Moreover, the argument misses the point. Defendant Equifax's argument is that in light of the procedures it uses, it is not surprising that the inconsistency went unnoticed. This is hardly a compelling argument. The relevant issue is whether it is reasonable for defendant Equifax to rely on procedures that do not detect this kind of inconsistency.

In addition, defendants note that plaintiff's wife may have been responsible for the activity in plaintiff's other account, as these other accounts were held jointly. Although there may have been a reasonable explanation for the other activity, it is not clear whether it was reasonable for defendants to have *assumed* that plaintiff's wife was responsible, particularly in light of the fact that no other creditor had reported plaintiff as deceased. In determining what is reasonable under the circumstances, the jury must weigh the burden on the credit reporting agencies against the cost to the plaintiff of the potential error. Crabill, 259 F.3d at 664; see also Stewart v. Credit Bureau, Inc., 734 F.2d 47, 51 (D.C. Cir. 1984) ("Judging the reasonableness of an agency's procedures involves weighing the potential harm from inaccuracy against the burden of safeguarding against such inaccuracy."); Philbin v. Trans Union Corp., 101 F.3d 957, 963 (3d Cir. 1996) (same). This is not one of those cases in which summary judgment is appropriate on the ground that the reasonableness of defendants' reporting practices is beyond dispute.

b. Causation

Defendants CSC and Equifax argue alternatively that they are entitled to summary judgment because plaintiff has failed to show that he suffered any actual damages as a result of any credit history report either defendant issued. Actual damages for Fair Credit Reporting Act violations may include out-of-pocket losses, damages for injury to reputation and creditworthiness and for humiliation or mental distress. Cousin v. Trans Union Corp., 246 F.3d 359, 376 (5th Cir. 2001). In order to obtain an award of "actual damages," a plaintiff must present evidence showing a "causal relation between the violation of the statute and the loss of credit, or some other harm . . ." Crabill, 259 F.3d at 664. Defendants CSC and Equifax argue that plaintiff was able to secure a mortgage for the property he sought to purchase and that the lender never saw a credit report that either had issued.

Plaintiff argues that he was forced to accept a five-year adjustable-rate loan rather than the thirty-year fixed-rate mortgage that he sought because the five-year loan could be obtained by using the single credit history from Experian, the single credit reporting agency that had not reported plaintiff to be deceased in the information it provided Factual Data. (The notation of deceased on the Sears tradeline on the merged credit report from Factual Data came from defendant Trans Union and not from defendants CSC or Equifax. However, defendant Equifax did report to defendant Factual Data that plaintiff was deceased

in place of providing a credit score for him. Factual Data noted this on its report.)

Plaintiff maintains that he had no choice but to accept the five-year mortgage; however, his evidence belies this assertion. According to plaintiff's wife, "the best thirty-year rate that was available to us was at 5.625%. [Plaintiff] declined that option." Joan McKeown Aff., dkt. #65, ¶ 22. In addition, she testified that the rates for the loan plaintiff accepted instead were 4.125% for five years, followed by then current interest rates not to exceed 9.125%. Plaintiff has not pointed to any evidence showing what kind of interest rate he might have obtained had it not been for the notation of deceased. In support of his proposed finding of fact that he was "forced to close his mortgage on less favorable terms because he was limited to those types of loans that could be obtained with a credit report from only Experian," plaintiff cites the affidavit of his mortgage broker, Thomas Duffy, in which Duffy states only that the terms of the adjustable rates loan were "quite different" from those of a traditional thirty-year loan. PPFOF, dkt. #55, at 7, ¶ 58 (citing Duffy Aff., dkt. #57, ¶¶ 17-19). Plaintiff has not adduced any evidence from which a jury could approximate the value of the risk. It is only speculation that market rates may be less favorable in five years. Because plaintiff has failed to show that he could support his assertion that his mortgage terms are less favorable than those he would have been able to obtain had it not been for the deceased notations, he will not be allowed to seek damages on this basis.

Plaintiff contends that even if he cannot prove that he obtained less favorable loan terms, he should be able to recover actual damages for his mental distress, loss of sleep, nervousness and injury to reputation, work, family and sense of well being. “[A] denial of credit is not a necessary prerequisite for a § 1681e(b) claim”; damages for emotional distress may also be compensable. Kronstedt v. Equifax, CSC, 2001 WL 34214783, at \*11 (W.D. Wis. 2001). See also Cousin, 246 F.3d at 369 n. 15; Guimon v. Trans Union Credit Information Co., 45 F.3d 1329, 1333 (9th Cir. 1995).

First, defendant CSC contends that plaintiff’s evidence of emotional distress is conclusory and therefore, insufficient. I disagree. In order to survive summary judgment on an emotional distress claim, a plaintiff must submit evidence that “reasonably and sufficiently explains the circumstance of his injury and does not resort to mere conclusory statements.” Kronstedt, 2001 WL 34214783, at \*12 (quoting United States v. Balisteri, 981 F.2d 916, 932 (7th Cir. 1992)). Plaintiff has submitted an affidavit from his wife, chronicling a change in plaintiff’s behavior (subdued, stunned and distracted behavior), physical manifestations (flushing), restless sleeping between the time he learned of the notation of deceased until the mortgage closed and anxiety about the possibility of other credit errors, such as having a credit card denied in front of a business associate. PPFOF, dkt. #55, at 10, ¶ 78 (citing Joan McKeown Aff., dkt. #64, ¶¶ 11-18, 19-26, 45-50 and 63-75). This evidence is far more specific than the testimony that other courts have held to be

too conclusory, e.g., Cousin, 246 F.3d at 370-71 (plaintiff testified that he felt “very upset [and] angry”); Schmidt v. Trans Union LLC, 2004 WL 785098, at \*4 (N.D. Ill. April 12, 2004) (blank assertion of emotional distress and no evidence linking it to erroneous report), and in fact, is more specific than evidence found to be sufficiently particular, e.g., Kronstedt, 2001 WL 34124783, at \*12 (description of depth of frustration). In making its argument, defendant CSC relies on case law setting out standards for evaluating evidence “when the injured party provides the sole evidence of mental distress.” Dft. CSC’s Br., dkt. #36, at 12-14 (quoting Biggs v. Village of Dupo, 892 F.2d 1298, 1394 (7th Cir. 1990)). Notably, defendant CSC does not address the testimony of plaintiff’s wife to which plaintiff referred in his proposed findings of fact relating to his alleged mental distress.

Next, defendant CSC argues that damages for emotional distress under the act “must result from the publication of the inaccurate information to a third party.” Id. at 10 (quoting Sarver v. Experian Information Solutions, Inc., 299 F. Supp. 2d 875, 877 (N.D. Ill. 2004)). Defendant relies on the holding in Casella v. Equifax Credit Information Services, 56 F.3d 469 (2d Cir. 1995). In rejecting the testimony of the plaintiff and his companion regarding the apprehension and anxiety that the plaintiff felt over the prospect of dealing with the erroneous report, the court held that “a plaintiff can [not] recover for pain and suffering when he has failed to show that any creditor or other person ever learned of the derogatory information from a credit reporting agency.” Id. at 475. The court derived

its rule from the requirement that a plaintiff show that the defendant's actions caused the injury. To the extent that this rule relates to emotional distress caused by the embarrassment, I agree with it. A defendant cannot be held liable for the embarrassment a party suffers as a result of others learning of the derogatory information unless that defendant is responsible for their finding out. (For example, plaintiff cannot recover for the embarrassment he alleges to have suffered because a number of people in his community knew about the situation; they learned of the deceased notation from a television story that plaintiff's wife instigated and not from any defendant.)

However, it makes no sense to apply this requirement to other types of emotional distress. A consumer may suffer distress if he has difficulty in correcting his credit history or trouble managing his finances until his history is corrected; this is true regardless whether his erroneous information was actually published to a third party. The holding in Casella implies that recoverable emotional distress is limited to that caused by embarrassment or humiliation, *id.* at 475 (party cannot recover emotional distress damages "simply because he knew of an inaccurate and potentially damaging item in his credit report"; rejecting testimony about depression and anxiety suffered as a result of dealing with error), but the court provided no explanation for such a limitation. Other courts have routinely assumed or suggested that emotional distress damages are available when a party experiences a significant frustration and anxiety brought on by failed attempts to have the errors corrected.

See, e.g., Cousin, 246 F.3d at 369 n.15 (suggesting that recovery is available for mental distress other than embarrassment); Guimond v. Trans Union Credit Information Co., 45 F.3d 1329, 1332 (9th Cir. 1995) (emotional distress “resulting from the incorrect information in her credit report”; no indication of publication to third party); Stevenson v. TRW, Inc., 987 F.2d 288, 297 (5th Cir. 1993) (emotional distress resulting from shock of learning of bad credit record); Kronstedt, 2001 WL 34124783, at \*12 (frustration over repeated failed attempts to have error corrected). I can think of no reason for allowing consumers to recover for the humiliation and embarrassment of having bankers and mortgage brokers learn of the derogatory credit information while barring them from recovering for the anxiety and stress they may encounter in coping with the error.

In this case, plaintiff relies on the testimony of his wife regarding the frustration and anxiety he suffered for fear that he would lose the property he wished to purchase and that the error might cause other credit related problems. Although it is difficult to imagine that plaintiff suffered much emotional distress as a result of the notation of deceased reported by defendants CSC and Equifax when only a week elapsed between the time that plaintiff learned that he had been reported as deceased and defendant CSC informed him that it had deleted the Sears tradeline, “evaluation of plaintiff’s emotional distress claim is a task best left to the jury.” Kronstedt, 2001 WL 34124783, at \*13.

(Of course, in this case, the deceased notation was published to a third party: Duffy.

This third party publication exemplifies the absurdity of applying the rule that the erroneous information must be published to a third party on claims of mental distress not arising out of embarrassment. None of plaintiff's stress is derived from the fact that Duffy knew of the notation; if anything, Duffy alleviated the stress by quickly finding an alternative loan to finance plaintiff's purchase. Even if the erroneous notation had been published broadly, it is difficult to conceive how this would have lead to emotional distress; anyone plaintiff may have encountered would have known that he was not deceased and therefore, that the notation was in error.)

## 2. Reinvestigation procedures

### a. Reasonableness

Once a consumer notifies the consumer reporting agency of an error on his credit report, § 1681i obligates the agency to conduct a more thorough investigation. § 1681i(a) states in relevant part:

If the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly of such dispute, the agency shall reinvestigate free of charge and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer.

Defendant CSC explained why its response to plaintiff's complaint was reasonable without appearing to notice that plaintiff had not brought a claim against it or defendant Equifax under § 1681i. Although plaintiff alleged that these defendants violated § 1681e(b) by "allowing the error to remain as part of plaintiff's credit file despite plaintiff having disputed the accuracy of the tradelines," *id.* at ¶¶ 108 and 109, it is undisputed that defendant CSC deleted the tradeline shortly after plaintiff disputed it. Plaintiff does not argue that defendants CSC and Equifax acted unreasonably in handling his complaint. Plt.'s Br., dkt. #50, at 8. Central States, Southeast and Southwest Areas Pension Fund v. Midwest Motor Express, Inc., 181 F.3d 799, 808 (7th Cir. 1999) ("Arguments not developed in any meaningful way are waived."). To the extent that plaintiff may have intended to charge defendants CSC and Equifax with responding to his dispute unreasonably, he has waived that claim by failing to develop it or to proffer evidence to support it.

Plaintiff's claim that defendant Trans Union acted unreasonably in responding to his dispute is complicated by the arguable overlap between § 1681e(b), which by its terms applies "whenever a consumer reporting agency prepares a consumer report" and § 1681i, which dictates a reporting agency's obligations upon receiving a consumer dispute. In Kronstedt, I noted that "because § 1681i provides its own set of procedures for reinvestigating disputed information, it is debatable whether § 1681e(b)'s 'maximum

possible accuracy' standard apples to reinvestigation procedures." 2004 WL 34124783, at \*8. However, it was unnecessary to resolve this question in Kronstedt because both parties assumed that § 1681e's standard applied. The same is true in this case. In addition, both parties appear to assume that § 1681i's standards are more stringent than those governing § 1681e(b). Dft. Trans Union's Br., dkt #31, at 9 (meeting § 1681i standard is per se compliance with § 1681e(b)); Plt.'s Br., dkt. #50, at 5 (upon receiving consumer dispute, "a credit reporting agency has the added and more specific duties of 15 U.S.C. § 1681i"). Thus, for the purpose of deciding this motion, I will assume that compliance with § 1681i satisfies § 1681e(b). See Quinn, 2004 WL 609357, at \*3 ("because [defendant] satisfied its reinvestigation obligation under § 1681i(a), its procedures were reasonable to assure maximum possible accuracy under § 1681e(b)").

In essence, defendant Trans Union's argument is that its reinvestigation was reasonable because it submitted an automated consumer dispute verification to defendant Sears, which confirmed the disputed information in its reply. First, in making this argument, defendant Trans Union's ignores one of the bases for plaintiff's claim: that defendant Trans Union failed to investigate his dispute regarding the alias "James N. McOwen" or the former address that it had listed for plaintiff. Although it appears that defendant Trans Union may not have reinvestigated this information because its computer system does not allow a complaint examiner to determine the source of aliases or former address, defendant Trans

Union may be violating § 1681e(b)'s maximum possible accuracy standard by adhering to a system that does not provide this capability. In any event, defendant Trans Union has not explained why its failure to conduct a reinvestigation of these two disputes was not a violation of the act. Denial of its motion is warranted on this ground alone.

Second, depending on the circumstances, a credit reporting agency that receives notice of a dispute may be required to go beyond the original source of the disputed information to verify its accuracy. Henson, 29 F.3d at 287; see also Cahlin, 936 F.2d at 1160 ("A [§ 1681i(a)] claim is properly raised when a particular credit report contains a factual deficiency or error that could have been remedied by uncovering additional facts that provide a more accurate representation about a particular entry."). The two relevant factors are "whether the consumer has alerted the reporting agency to the possibility that the source may be unreliable or the reporting agency itself knows or should know that the source is unreliable" and "the cost of verifying the accuracy of the source versus the possible harm inaccurately reported information may cause the consumer." Id. Generally, "the trier of fact must weigh the above mentioned factors in deciding whether [the defendant] violated the provisions of section 1681i." Henson, 29 F.3d at 287.

According to defendant Trans Union, it had no obligation as a matter of law to do more than rely on the information it received from defendant Sears because none of the record evidence suggests that it knew or should have known that defendant Sears's

information was not trustworthy. But as plaintiff suggests, defendant Trans Union had at least one reason to know: defendant Sears's response to the automated consumer dispute verification contained an internal inconsistency. Defendant Sears verified plaintiff's name as a whole but reported that the middle initial and last name that defendant Trans Union submitted did not match the one on the account. Cf. Stewart, 734 F.2d at 52-53 (failing to verify inconsistent information as basis for inferring negligence). Again, it is for the trier of fact to balance the weight of this reason to know in light of the cost to defendant Trans Union of further investigation and the harm to plaintiff of having the error remain on his credit history. Henson v. CSC Credit Services, 29 F.3d 280, 287 (7th Cir. 1994).

b. Causation

Alternatively, defendant Trans Union argues that it cannot be held liable for its handling of plaintiff's second dispute, which he submitted on July 7, 2003, because plaintiff suffered no damages as a result of it. I agree that plaintiff cannot recover for any denial of credit or credit obtained at a less favorable rate because there is no evidence that he applied for credit between the time he lodged his complaint and the time that defendant Trans Union removed the Sears tradeline. However, plaintiff may be able to recover for emotional distress, see McKeown Aff., dkt #64 at ¶¶ 62-65 (plaintiff experienced emotional distress throughout summer) and for the reasons explained below, defendant Trans Union may be

liable for punitive damages for failing to delete the deceased notation in the remark field after defendant Sears instructed it explicitly to do so.

### 3. Credit information furnisher obligations

In 1996, Congress amended the Fair Credit Reporting Act to impose duties upon persons, such as defendant Sears, who furnish information to credit reporting agencies. 15 U.S.C. § 1681s-2. Upon notice of a dispute from a credit reporting agency, § 1681s-2(b)(1) requires the entity furnishing the information to conduct an investigation regarding the dispute and to report its findings accordingly:

After receiving notice pursuant to section 1681i(a)(2) of this title of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall -

- (A) conduct an investigation with respect to disputed information;
- (B) review all relevant information provided by the consumer reporting agency pursuant to section 1681i(a)(2);
- (C) report the results of the investigation to the consumer reporting agency; and
- (D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis.

15 U.S.C. § 1681s-2(b)(1). The duties imposed on providers of information under § 1681s-2(b) arise only after the entity furnishing the information receives notice from a consumer reporting agency that a consumer is disputing credit information. Kronstedt, 2001 WL 34214783, at \*16. A consumer may bring a cause of action against an entity furnishing information for a violation of this subsection. Id; Dornhecker v. Ameritech Corp., 99 F. Supp. 2d 918, 926-27 (N.D. Ill. 2000).

Although the statute does not say so expressly, I concluded in another case that § 1681s-2(b)(1) implies a reasonableness standard for conducting investigations. Kronstedt, 2001 WL 34124783, at \*16. Although the Court of Appeals for the Seventh Circuit has not yet addressed the issue, a number of other courts that have done so have reached the same conclusion. Johnson v. MBNA America Bank NA, 357 F.3d 426, 430-31 (4th Cir. 2004); Agosta v. Inovision, Inc., 2003 WL 22999213, at \*5 (E.D. Pa. Dec. 16, 2003); Buxton v. Equifax Credit Info. Servs., Inc., 2003 WL 22844245, at \*2 (N.D. Ill. Dec. 1, 2003); Wade v. Equifax, 2003 WL 22089694, at \*2-3 (N.D. Ill. Sept. 8, 2003); Betts v. Equifax Credit Information Services, Inc., 245 F. Supp. 2d 1130, 1135 (W.D.Wash.2003); Olwell v. Medical Information Bureau, 2003 WL 79035, at \*5 (D. Minn. Jan. 7, 2003). Defendant Sears does not dispute the applicability of a reasonableness standard but argues that it is entitled to judgment nevertheless because no reasonable jury could find its investigation and

response to plaintiff's disputes to be "unreasonable."

a. April 2003: Trans Union dispute

In its brief in support of its motion for summary judgment, defendant Sears does not address its investigation and response to the dispute notification that defendant Trans Union sent in April 2003. Plaintiff's claim was clearly based on his April dispute with defendant Trans Union, Cpt., dkt. #2, at 8-9, ¶¶ 39, 40, 117. He discussed defendant Sears's treatment of this dispute at length in his brief opposing defendant Sears's motion for summary judgment, Plt.'s Br., dkt #50, at 10. In its reply brief, defendant Sears discusses its response to this dispute in a footnote. James v. Sheahan, 137 F.3d 1003, 1008 (7th Cir. 1998) (arguments raised for first time in reply brief are waived). It concedes that its operator handling the dispute should have removed the deceased code and directed the deletion of the account but does not know why the operator failed to do so. Despite this concession, defendant Sears argues that it had reasonable procedures in place that should have resulted in the removal of the code.

First, § 1681s-2(b) requires credit information furnishers to conduct reasonable investigations. Defendant Sears does not point to any authority supporting its assumption that simply having reasonable procedures for conducting investigations satisfies § 1681s-2(b)(1). If Congress had intended to create a "reasonable procedures" standard for credit

information furnishers under § 1681s-2(b)(1), it knew how to do so. Cf. 15 U.S.C. §§ 1681e(b). However, the parties have not briefed this issue and I need not decide it. Even if I were to accept defendant Sears's assumption, defendant has neither explained what its normal procedures are and why they are reasonable as a matter of law nor made its normal procedures a subject of its proposed findings of fact. See Procedure to be Followed on Motions for Summary Judgment, I.B.3, attached to Preliminary Pretrial Conference Order, dkt. #21 (statements of proposed findings of fact must include all propositions a party deems necessary to show entitlement to judgment in its favor).

b. April 2003: defendants CSC's and Equifax's dispute

Defendant Sears argues with respect to its investigation and response to the April dispute notification from defendants CSC and Equifax that it acted reasonably in light of its history of communications with plaintiff's wife. It fails to note that the only communication it had with plaintiff's wife, as described in the proposed findings of fact, took place after April 2003. In addition, defendant Sears suggests that the reasonableness of its actions is shown by its advice to defendants CSC and Equifax to delete the tradeline. § 1681s-2(b) creates an obligation to conduct a reasonable *investigation* and to report the results thereof. The fact that defendant Sears directed the deletion of the account says nothing about the steps it took in investigating plaintiff's dispute. Moreover, it is not clear

that directing deletion constitutes “report[ing] the results of the investigation.” 15 U.S.C. § 1681s-2(b)(1)(C). In its reply brief, defendant Sears provides a number of reasons why it was reasonable for it to direct defendants CSC and Equifax to delete the account: both the information defendants CSC and Equifax provided and the information defendant Sears had for the account indicated “paid account/zero balance/closed” and its account notes indicated that it had received a notice stating that the account holder was deceased. Again, defendant Sears failed to make this information the subject of proposed findings of fact. Even if it had, this evidence does not show that defendant Sears actually did conduct an investigation, that it discovered these facts as a result of that investigation and that this information was the reason it directed defendants CSC and Equifax to delete the account.

Defendant Sears asserts that in directing deletion, it was “exercis[ing] its right not to report on the account.” To the extent that defendant Sears suggests that directing deletion pursuant to a right not to report information is in and of itself an adequate response to a notice of dispute under § 1681s-2(b)(1), I disagree. The act’s purpose is to protect *both* consumers *and* the consumer credit industry. 15 U.S.C. § 1681(b). If credit information furnishers simply resorted to a “right not to report” as a means of avoiding the cost of conducting an investigation and potential liability to the consumer for failing to do so reasonably, consumers could too easily manipulate their credit histories by disputing bad but accurate credit information. Once an information furnisher supplies information and

receives notification of a consumer dispute, it may not avoid § 1681e-2(b)(1)(a)'s clear directive to conduct an investigation of the disputed information by opting not to report the information at that time. This is not to say that the creditor must continue reporting the account; it is to say only that discontinuing its reporting is not an alternative to the act's investigation requirement.

c. July 2003: Trans Union dispute

Defendant Sears's arguments with respect to plaintiff's July 2003 dispute to defendant Trans Union fail for similar reasons. Again, defendant Sears assumes that the reasonableness of its investigation (assuming that there was one) is beyond dispute because it removed the deceased notation from the comment field. But again, defendant Sears's proposed findings of fact do not shed light on what if any steps it took *investigating* plaintiff's disputes. Cf. Betts, 245 F. Supp. 2d at 1135 (summary judgment inappropriate where there is a genuine issue whether information furnisher conducted any investigation at all).

d. Damages

In its reply brief, defendant Sears argues that none of plaintiff's damages were based on its responses to the April 2003 dispute from defendants CSC and Equifax or its handling of his dispute to defendant Trans Union in July 2003. Ordinarily, arguments raised for the

first time in a reply brief are waived. James, 137 F.3d at 1008. However, the purpose of this rule is to insure that the opposing party has an opportunity to respond to the argument. In this case, plaintiff was afforded that opportunity; other defendants challenged his ability to prove that he had suffered damages as a result of the deceased notation. Plt.'s Br., dkt. #50, at 11-14. In fact, plaintiff addressed defendant Sears's potential damage liability expressly. Id. at 13. Because the issue is fully briefed, I will make an exception in this instance and address these arguments.

Plaintiff will not be able to recover damages for the difference in interest rate he might have obtained had it not been for the notation of deceased and the rate on the loan he actually obtained; plaintiff failed to proffer evidence showing that the loan he accepted was not as favorable as what he would have obtained otherwise. Plaintiff will not be able to recover emotional distress damages for defendant Sears's handling of the April 2003 dispute it received from defendants CSC and Equifax. There is no evidence that plaintiff knew anything about the manner in which defendant Sears handled the dispute. Further, defendant Sears directed defendants CSC and Equifax to delete the tradeline; they did so; and plaintiff was notified accordingly.

Defendant Sears may be liable for emotional distress caused by defendant Sears's handling of the disputes plaintiff submitted through defendant Trans Union in April and July 2003. In response to both disputes, plaintiff received letters stating that defendant

Sears had confirmed him to be deceased. Plaintiff has submitted sufficiently specific evidence demonstrating that he was agitated and embarrassed because he had not been able to have the error corrected. McKeown Aff., dkt. #64, at ¶¶ 15-16. In addition, defendant Sears may potentially be liable for punitive damages for the reasons explained below.

#### 4. Punitive damages

Plaintiff brought all of his fair credit reporting act claims under both 15 U.S.C. §§ 1681o and 1681n. As noted above, when a consumer reporting agency violates the act negligently, it may be liable to the consumer for actual damages, costs and attorney fees under § 1681o. § 1681n provides for statutory damages of not less than \$100 and not more than \$1,000 when the violation is willful. To show willful noncompliance, a plaintiff must show that the defendant “knowingly and intentionally committed an act in conscious disregard for the rights of others.” Pinner v. Schmidt, 805 F.2d 1258, 1263 (5th Cir. 1986), quoted with approval in Dalton v. Capital Associated Industries, Inc., 257 F.3d 409 (4th Cir. 2001); Philbin, 101 F.3d at 970. A showing of malice or evil motive is not required to prove willfulness under the act. Cushman v. Trans Union Corp., 115 F.3d 220, 226-27 (3rd Cir. 1997); Stevenson v. TRW, Inc., 987 F.2d 288, 294 (5th Cir. 1993).

##### a. Defendants CSC and Equifax

In his complaint, plaintiff alleged that defendants CSC and Equifax willfully violated § 1681e(b) in failing to follow reasonable procedures to assure maximum possible accuracy. Cpt., dkt. #2, at 20, ¶ 108. However, in his combined brief opposing all four motions for summary judgment, he argues that a jury could conclude that the acts of defendants Trans Union and Sears were willful. Plaintiff does not suggest that punitive damages would be available against defendants CSC and Equifax. Id. Defendant Equifax challenged plaintiff's punitive damages claims expressly, Dft. Equifax's Br., dkt. # 27, at 8-9, and defendant CSC did so impliedly by arguing that summary judgment was warranted on the grounds that plaintiff could not recover damages, Dft. CSC Br., dkt. #36, at 7-14. By failing to respond to these challenges or develop an argument that would support his allegation, plaintiff has waived his § 1681n claims against defendants CSC and Equifax.

b. Defendant Trans Union

Plaintiff advances two grounds for his punitive damages claim against defendant Trans Union: (1) its failure to transmit plaintiff's dispute regarding the listed alias and former address to defendant Sears; and (2) its failure to remove the notation of deceased after defendant Sears instructed it expressly to do so. Defendant Trans Union argues that plaintiff's claim under § 1681n against it must fail because plaintiff has admitted that to his knowledge defendant Trans Union has never concealed any information from him or

misrepresented anything to him. The Court of Appeals for the Fifth Circuit has said that “[o]nly defendants who have engaged in ‘willful misrepresentations or concealments’ have committed a willful violation and are subject to punitive damages under § 1681n.” Stevenson, 987 F.2d at 294 (quoting Pinner, 805 F.2d at 1263). Other courts have allowed punitive damages claims without adopting this limitation. Cushman v. Trans Union Corp., 115 F.3d 220, 226-27 (3d Cir. 1997) (citing Millstone v. O'Hanlon Reports, Inc., 528 F.2d 829, 834 (8th Cir. 1976); Collins v. Retail Credit Co., 410 F. Supp. 924, 931-32 (E.D. Mich. 1976)); see also Cousin, 246 F.3d at 372 (noting that punitive damages claims “typically” involve misrepresentations or concealments but not adopting such a limitation). The Court of Appeals for the Third Circuit declined to adopt this limitation expressly, but held that “a defendant’s actions must be on the same order as willful concealments or misrepresentations.” Cushman, 115 F.3d at 227.

The Court of Appeals for the Seventh Circuit has noted only that punitive damages are available when a credit reporting agency violates the act willfully. Henson, 29 F.3d at 284. It has not addressed the possibility that § 1681n is limited to claims of willful concealment or misrepresentations. I agree with those courts holding that willful acts need be only on the order of intentional concealments or misrepresentations. See Kronstedt, 2001 WL 34124783, at \*14. The Fifth Circuit’s limitation appears to have been derived from the simple observation that early cases under the act allowing punitive damages

happened to involve concealments or misrepresentations. Stevenson, 987 F.2d at 294 (citing Pinner, 805 F.2d at 1263 for limitation); Pinner, 805 F.2d at 1263 (noting that “[i]n each case where punitive damages have been allowed the defendant's conduct involved willful misrepresentations or concealments.”).

With respect to plaintiff's argument that defendant Trans Union violated the act willfully by failing to transmit plaintiff's dispute regarding the listed alias and former address to defendant Sears, the evidence shows that these two disputes were not communicated to defendant Sears because defendant Trans Union's computer system does not keep track of the source of this information. Plaintiff contends that defendant Trans Union may be held liable for willfully choosing a system that did not permit this capability, but all procedures are willfully implemented; under plaintiff's theory, every violation of § 1681e(b) would result in punitive damages liability. Punitive damages are available for willful violations, not simply willful actions. Phillips v. Grendahl, 312 F.3d 357, 368 (8th Cir. 2002) (statute's language imports requirement that defendant know conduct is unlawful); Dalton v. Capital Assn. Indus., Inc., 257 F.3d 409, 418 (4th Cir. 2001) (“knowingly and intentionally committed an action in conscious disregard for the rights” of consumer).

Nonetheless, there is at least an issue of fact whether defendant Trans Union's implementation of this system involved a willful violation. In a nearly identical case, the United States District Court for the District of Minnesota held that a credit reporting agency

made a policy decision not to record the source of the address and that “[t]he decision to design such a system may constitute an intentional act that [the defendant] *knew was in violation of the FCRA's requirement that it follow reasonable procedures to assure maximum possible accuracy of the information . . .*” Graham v. CSC Credit Services, Inc., 306 F. Supp. 2d 873, 881 (D. Minn. 2004) (emphasis added). Of course, a reporting agency cannot be said to knowingly violate a provision mandating reasonable procedures unless the unreasonableness is sufficiently obvious. As noted above, determining reasonableness involves a fact-specific balancing of a number of factors, including the cost to the credit reporting agency.

On this record, there is no evidence of what it might cost defendant Trans Union to track the sources of former addresses and aliases. Such recordation would benefit consumers by making possible more thorough investigations of their disputes. In this case, the challenged alias may have come from defendant Sears. If it had, defendant Trans Union presumptively would have transmitted plaintiff's dispute regarding the alias to defendant Sears, alerting the operator that confirmed that “James N. McOwen” and “James M. McKeown” were one and the same. Viewing this evidence in the light most favorable to plaintiff, a jury could conclude that defendant Trans Union knew that it was unreasonable to implement a system that failed to record the source of addresses and aliases.

Additionally, plaintiff may be entitled to punitive damages on the grounds that defendant Trans Union did not remove the notation of deceased even after defendant Sears

instructed it to do so. Defendant Trans Union's explanation is that its computer system processed defendant Sears's response and because the ECOA code indicated that plaintiff was deceased, the system apparently ignored or overrode the direction that the remark field be changed from "deceased" to "closed." Dft. CSC's Br., dkt. #31, at 10-11. § 1681i(5)(A) provides

If, after any reinvestigation . . . of any information disputed by a consumer, an item of the information disputed by a consumer, an item of the information is found to be inaccurate or incomplete or cannot be verified, the consumer reporting agency shall promptly delete that item of information from the consumer's file or modify that item of information, as appropriate, based on the results of the reinvestigation.

The facts on this record suggest that defendant Trans Union's computer system automatically resolves conflicting information in favor of finding confirmation; there is no indication that the system flags conflicting information for review. Dft. CSC's PFOF, dkt. # 32, ¶¶ 47-48; Hickman Aff., dkt. #33, ¶¶ 41-42. Plaintiff disputed the deceased notation in the remarks field; defendant Sears did not verify this remark but instead instructed it to be changed to "closed"; and defendant Trans Union's system was programmed in such a way that this direction was ignored. § 1681i(5)(A) provides that credit reporting agencies must delete information disputed by a customer that is found to be inaccurate or cannot be verified. Again, a jury could conclude that by adopting a system that ignored an express direction from a credit information furnisher to change information that a consumer had

disputed, defendant Trans Union knowingly violated the act's reasonable procedures standard.

c. Defendant Sears

On the present record, I must allow plaintiff to go forward with his punitive damages claim against defendant Sears. As discussed above, defendant Sears did not propose as fact that it conducted any investigation at all in response to any of the three disputes plaintiff raised. In deciding motions for summary judgment, all inferences must be drawn in the manner most favorable to the non-moving party. Without any evidence of an investigation, I must assume that none was made. It may well be that this lack of evidence is attributable merely to oversight. However, it would be improper to assume that it was. In the event that defendant Sears did not investigate any of plaintiff's disputes, it may be liable for punitive damages. Accordingly, plaintiff may be entitled to punitive damages against defendant Sears, but only if he convinces the jury that defendant Sears conducted no investigation or that it conducted an investigation knowing it to be inadequate. Cf. Bryant v. TRW, Inc., 487 F. Supp. 1234, 1239 (D.C. Mich. 1980) (failure to conduct reinvestigation is ground to send punitive damages question to jury in § 1681e(b) context); Stevenson, 987 F.2d at 294 (plaintiff not entitled to punitive damages where defendant investigated dispute among other things).

In addition, plaintiff argues that defendant Sears may be liable for punitive damages for responding differently to the two April 2003 dispute notices. Although the inconsistency may be grounds for inferring negligence, there is no evidence indicating that there was any willfulness in responding to defendant Trans Union differently. Accordingly, plaintiff will not be able to seek punitive damages by arguing that defendant Sears violated the act willfully by responding differently to different dispute notices.

#### B. State Law Claims

Plaintiff contends that each defendant is liable under state law for credit defamation and tortious interference with credit expectancy. In addition, plaintiff has asserted a claim against defendant Sears for intentional invasion of privacy. Defendants Trans Union, CSC and Equifax argue that plaintiff's state law claims against them are preempted by 15 U.S.C. § 1681h(e). Defendant Sears has argued that plaintiff has proffered insufficient evidence to support his tortious interference and invasion of privacy claims.

##### 1. Preemption under § 1681h(e)

The Fair Credit Reporting Act preempts state law defamation and negligent reporting claims unless a plaintiff proves "malice or willful intent to injure such consumer." 15 U.S.C. § 1681h(e). Specifically, the act provides as follows:

Except as provided in sections 1681n and 1681o of this title, no consumer may bring any action or proceeding in the nature of defamation, invasion of privacy, or negligence with respect to the reporting of information against any consumer reporting agency, any user of information, or any person who furnishes information to a consumer reporting agency, based on information disclosed pursuant to section 1681g, 1681h, or 1681m of this title, or based on information disclosed by a user of a consumer report to or for a consumer against whom the user has taken adverse action, based in whole or in part on the report except as to false information furnished with malice or willful intent to injure such consumer.

Id. In arguing that § 1681h(e) does not preempt his state law claims, plaintiff asserts that his claims are not based on a disclosure made “pursuant to section 1681g, 1681h, or 1681m of this title, or based on information disclosed by a user of a consumer report to or for a consumer against whom the user has taken adverse action, based in whole or in part on the report.” Sections 1681g and 1681h require credit reporting agencies to disclose credit information *to consumers* upon consumers' request, whereas section 1681m requires users of consumer reports to disclose information to consumers against whom they have taken adverse actions. Under plaintiff's interpretation, the provision bars defamation claims only when they arise out of disclosures to the plaintiff. Plaintiff asserts that his claims are based on disclosures to third parties.

As defendant CSC aptly notes, plaintiff's construction would render § 1681h(e) essentially meaningless. All defamation claims arise out of disclosures to third parties; it is

a prima facie element of the claim. Hart v. Bennet, 2003 WI App 231, ¶21, 267 Wis. 2d 919, 672 N.W.2d 306; Restatement (Second) of Torts § 558 (1977). Under plaintiff's construction, the provision would bar only those defamation claims that would fail as a matter of law. Moreover, plaintiff's construction is not supported by the language of the provision, which bars claims based on "*information* disclosed pursuant to section 1681g, 1681h, or 1681m" and not claims based on the disclosure itself.

Defendant Trans Union was acting pursuant to § 1681g when it disclosed the erroneous information on which plaintiff's claims are based. This section requires that upon request, a reporting agency must disclose to a consumer the information in that consumer's file. On April 7, 2003, plaintiff sought his credit report and score from defendant Trans Union. Defendant Trans Union sent him its report, which included the deceased notation next to the Sears account information. Plaintiff contends that even if § 1681h(e) applies, his claims are not barred because a jury could find that defendant Trans Union exhibited a reckless disregard for the truth. But the statute imposes an even higher burden of malice or willful intent to injure; plaintiff's evidence does not support such a finding.

Conversely, there is no evidence that either defendant CSC or defendant Equifax ever made a disclosure pursuant to one of these sections. The only disclosure either of these defendants made to plaintiff was on April 22, 2003. Defendant CSC wrote plaintiff a letter stating that the deceased notation had been deleted and attached a copy of his credit report,

but it made this disclosure pursuant to § 1681i(a)(6)(B)(ii), which provides that a consumer reporting agency must provide a consumer with a report "based upon the consumer's file as that file is revised as a result of the reinvestigation" within five days after the reinvestigation has been completed. Because there is no indication that either defendant CSC or Equifax ever made a disclosure to plaintiff under §§ 1681g, 1681h, or 1681m, I cannot conclude that plaintiff's state law claims against them are preempted by § 1681h(e). Neither defendant argued any other reason why it is entitled to summary judgment on these claims. Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986) (defendant has initial burden to explain basis for entitlement to judgment as a matter of law).

2. Invasion of privacy and tortious interference with credit expectancy claims against defendant Sears

Unlike the other defendants, defendant Sears argued that it was entitled to judgment on the merits for plaintiff's invasion of privacy and tortious interference with credit expectancy claims. Plaintiff failed to respond to these arguments in opposing defendant Sears's motion. In failing to do so, he waived the invasion of privacy and tortious interference with credit expectancy claims he brought against defendant Sears. These claims will be dismissed. (Plaintiff brought a state law claim of credit defamation against defendant Sears. Although defendant Sears formally moved for summary judgment with respect to this

claim, Dft. Sears's Mot. Summ. J., dkt. # 41, at 1, it failed to explain why it is entitled to judgment. Dft. Sears's Br., dkt. #42. Celotex, 477 U.S. at 325 (defendant has initial burden to explain basis for entitlement to summary judgment).)

ORDER

IT IS ORDERED that

1. Defendant Trans Union LLC's motion for summary judgment is DENIED with respect to plaintiff's Fair Credit Reporting Act claim and GRANTED with respect to plaintiff's claims of credit defamation and tortious interference with credit expectancy;
2. Defendant Equifax Inc. d/b/a Equifax Information Services, LLC's motion for summary judgment is DENIED with respect to plaintiff's Fair Credit Reporting Act claim arising under 15 U.S.C. § 1681o, credit defamation claim and tortious interference with credit expectancy claim and GRANTED with respect to plaintiff's Fair Credit Reporting Act claim arising under 15 U.S.C. § 1681n;
3. Defendant CSC Credit Services, Inc.'s motion for summary judgment is DENIED with respect to plaintiff's Fair Credit Reporting Act claim arising under 15 U.S.C. § 1681o, credit defamation claim and tortious interference with credit expectancy claim and GRANTED with respect to plaintiff's Fair Credit Reporting Act claim arising under 15 U.S.C. § 1681n; and

4. Defendant Sears Roebuck & Co.'s motion for summary judgment is DENIED with respect to plaintiff's Fair Credit Reporting Act credit defamation claims and GRANTED with respect to plaintiff's claims of invasion of privacy and tortious interference with credit expectancy.

Entered this 28<sup>th</sup> day of July, 2004.

BY THE COURT:

Barbara B. Crabb  
BARBARA B. CRABB  
District Judge

Loislaw Federal District Court Opinions

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KRONSTEDT v. EQUIFAX, (W.D.Wis. 2001)

KIMBERLY FRAEDRICH KRONSTEDT, Plaintiff, v. EQUIFAX, CSC OF

WISCONSIN

and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, Defendants.

01-C-0052-C

United States District Court, W.D. Wisconsin

December 14, 2001

OPINION AND ORDER

BARBARA B. CRABB, United States District Judge.

This is a civil action for damages brought pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681-1681u, and state common law. Jurisdiction is present pursuant to 18 U.S.C. § 1331 and 1367. This case arises indirectly out of the criminal conduct of an individual who obtained plaintiff Kimberly Kronstedt's name, social security number and other identifying information and used the information in 1998 to obtain loans in plaintiff's name at various banks in the Tennessee area, including defendant First Tennessee Bank National Association.[fn1] When the imposter defaulted on the loans, the banks reported this to the various credit reporting agencies, who included the negative information on plaintiff's credit history. Plaintiff discovered that she had been the victim of identity theft when her application for a construction loan was denied in May 1999.

Plaintiff has sued because of alleged difficulties she encountered in the six months she spent attempting to correct her credit information. Plaintiff contends that defendants First Tennessee Bank National Association and CSC of Wisconsin, a credit reporting agency, willfully and negligently violated the Fair Credit Reporting Act by failing to take appropriate steps to report her credit history accurately and that they defamed her by publishing negative credit information they knew to be false. Plaintiff contends that she suffered out-of-pocket losses, emotional distress and damage to her reputation as a result of defendants' actions.

Before the court are motions for summary judgment brought by defendants CSC and First Tennessee. Both defendants contend that plaintiff has failed to adduce evidence from which a finder of fact could conclude that defendants violated the duties prescribed by the Fair Credit Reporting

Act. Alternatively, defendants contend that plaintiff has failed to establish sufficient evidence of actual damages. As for plaintiff's state law defamation claims, defendants contend that plaintiff has failed to make the showing of malice that is required by the act's qualified immunity provision, 18 U.S.C. § 1681h(e).

The motion of defendant CSC will be granted in part and denied in part. Plaintiff has failed to adduce any evidence to show that CSC's investigation of her dispute regarding the fraudulent First Tennessee account was unreasonable or that CSC defamed her when it reported the account as in dispute. However, a genuine dispute of fact exists regarding whether CSC was responsible for the derogatory First Tennessee account information that reappeared on plaintiff's credit report in October 1999. Plaintiff has adduced sufficient evidence of actual damages to survive summary judgment. Accordingly, plaintiff will be allowed to go forward on her Fair Credit Reporting Act and defamation claims with respect to this issue.

The motion of defendant First Tennessee will be granted in part and denied in part. Summary judgment will be granted on plaintiff's claim that First Tennessee defamed her when it reported the fraudulent account as belonging to her from February to July 1999 and on her claim that the bank violated the Fair Credit Reporting Act when it reported in July 1999 that the account was under investigation for fraud. However, a genuine dispute of fact exists regarding whether defendant First Tennessee conducted a reasonable investigation under § 1681s-2 of the act when it learned in June 1999 that plaintiff was disputing that the fraudulent account was hers. Further, a genuine dispute of fact exists regarding whether First Tennessee was responsible for the derogatory account information reappearing on plaintiff's credit record in October 1999. Because I conclude that § 1681h(e)'s malice requirement does not apply to this claim, plaintiff may go to trial on her defamation claim with respect to the October 1999 communication.

Two preliminary matters deserve mention before I set out the facts. On November 16, 2001, attorneys for defendant First Tennessee submitted a letter in which they objected to plaintiff's Amended Proposed Findings of Fact on the ground that plaintiff had failed to comply with this court's procedures to be followed on summary judgment. First Tennessee's attorneys attached additional evidence to their letter, asserting that plaintiff had included in her amended proposed findings "new" facts to which defendant First Tennessee had not had the opportunity to respond. Because there is no substance to the allegations made by First Tennessee in its letter, I have disregarded the letter and the additional evidence attached thereto. Plaintiff's amended proposed findings of fact comply with this court's rules on summary judgment. Contrary to First

Tennessee's assertion, plaintiff's amended proposals do not contain any "new" facts that were not in her original proposed findings; the amended findings do nothing more than correct an error in the paragraph numbering on the original. Defendant First Tennessee's portrayal of the plaintiff's amended proposed findings of fact as somehow confusing the issues for trial is a poorly disguised attempt to reargue its case. Even worse, it demonstrates a remarkable lack of candor with this court.

Second, rather ironically, defendant First Tennessee has violated this court's procedures on summary judgment by referring to facts in its brief that are not the subject of any proposed finding of fact. Specifically, defendant First Tennessee refers in its briefs to an affidavit from Richard Dean, an individual named as an expert for First Tennessee with respect to whether it complied with the requirements of the Fair Credit Reporting Act, although Deans's testimony was never the subject of a proposed finding of fact or response to a proposed finding of fact. Accordingly, the testimony will be disregarded.

From the parties' proposed findings of fact and the record, I find the following facts to be undisputed for the purposes of summary judgment.

## FACTS

### I. THE PARTIES

Plaintiff is a resident of Wisconsin. Defendant CSC Credit Services, Inc. is a Texas corporation registered to do business in Wisconsin. (The named defendant in this case, CSC of Wisconsin, is a trade name of CSC Credit Services, Inc. and is not a separate entity.) Defendant CSC is a consumer credit reporting agency, as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681a(f). As a consumer credit reporting agency, CSC makes credit information available to parties engaged in credit-related transactions. CSC functions as a conduit: it does not originate or create any credit information and it does not make loans or credit decisions.

Defendant First Tennessee Bank National Association is a foreign corporation that is not incorporated under the laws of the state of Wisconsin and does not maintain a principal place of business in Wisconsin. Defendant First Tennessee furnishes credit information to credit reporting agencies.

CSC has a contractual relationship with defendant Equifax that allows it to have access to a shared credit reporting database that Equifax possesses and maintains. (Defendant Equifax, like CSC, is a consumer reporting agency. The allegedly unlawful actions taken by Equifax are not

a subject of this motion.) CSC owns the credit reports relating to consumers in certain areas of the country, including Wisconsin, and is responsible for compiling such reports and investigating disputes with respect to such reports. Equifax owns the credit reports relating to consumers in certain other areas of the country and is responsible for compiling such reports and investigating disputes with respect to such reports.

Through its relationship with Equifax, CSC has access to a storehouse of credit information. This information consists of credit information reported by credit grantors called "tradelines." A tradeline will include information such as account number, account status and balance information. When reporting a tradeline, credit grantors will also provide information that identifies the consumer associated with the tradeline.

## II. CSC'S DISPUTE RESOLUTION PROCEDURES

CSC has procedures that it follows when a consumer disputes information that CSC provides on a report. When CSC receives a dispute from a consumer, it will investigate the dispute by contacting the creditor who is reporting the disputed information. CSC contacts the creditor via a Consumer Dispute Verification or Automated Consumer Dispute Verification form. If the creditor verifies that the reported information is correct, CSC updates the information on the consumer's credit report and notifies the consumer of that fact. If the creditor reports that the information is inaccurate or can no longer be verified or if the creditor does not respond to the Consumer Dispute Verification form within the required time, CSC deletes the information from the consumer's credit report and notifies the consumer of that fact. CSC always provides the consumer with the opportunity to have a statement regarding the information inserted into the credit report in accordance with 15 U.S.C. § 1681i(b). CSC may also use additional procedures depending on the precise dispute involved and the circumstances of the case.

When CSC learns from a creditor that the creditor is investigating an account for fraud, CSC does one of three things to the consumer's credit report: deletes the tradeline in its entirety; leaves the tradeline on the account but deletes the derogatory information and adds the form response "dispute-resolution pending;" or leaves the tradeline including all the derogatory information on the report and notes that the consumer is disputing the account. CSC may delete the tradeline in its entirety even though the creditor did not instruct it to do so.

## III. PLAINTIFF'S DISCOVERY OF IDENTITY THEFT

In February 1999, FBI Special Agent Timothy Reece began investigating an individual named Jodi Lehman. The FBI suspected that Lehman had been responsible for submitting fraudulent loan applications in plaintiff's name to various banks in the Nashville area, including First Tennessee National Bank. As part of his investigation, Reece contacted Ashlea Webb, an employee at First Tennessee, in February and March 1999, and obtained from her the loan application and other documents regarding a December 1998 loan that the bank had issued in plaintiff's name.

First Tennessee began its own investigation of the account in March 1999. Notes from First Tennessee's collection department include the following:

3/17/99 [loan officer] called back said this is fraud  
was a loan by phone [maker] is in jail also  
has another loan told me to call Ashley  
. . . to get more info

3/18/99 Ashley [called] back and said that maker has  
3 assumed names, had ID, pay stubs and  
everything to get the loan, she was a school  
teacher in Ohio but is in custody now, she  
has done this with several banks . . .

3/18/99 Putting out this is fraud

3/18/99 Kick out, is a fraud

4/29/99 fraud

5/17/99 Account is being checked for fraud

6/3/99 Passing and putting out fraud can't work

7/14/99 Mike [called] from [credit]ing about fraud on  
account per notes being checked for fraud

In May 1999, plaintiff discovered that she had been the victim of identity theft when she and her then fiancé, Keith Kronstedt, applied for a loan at River Cities Bank to finance the construction of their new home. Associated Mortgage, Inc., the company underwriting the loan, obtained a credit report showing information reported from three credit reporting agencies: Trans Union, Experian and Equifax. The merged credit report listed seven delinquent accounts as belonging to plaintiff, including one being reported by defendant First Tennessee. As a result of the derogatory credit information — the most damaging of

which was the delinquency reported by First Tennessee — Associated Mortgage would not approve plaintiff as a co-borrower on the construction loan. However, Keith Kronstedt was able to obtain the construction loan in his name on the terms the couple had been seeking.

After her loan application was denied, plaintiff tried to uncover what had happened to her and to correct the problems on her credit report. Eventually plaintiff tracked down Special Agent Reece, who informed her that she had been the victim of identity theft by Lehman. Plaintiff also contacted the three major credit reporting agencies, Trans Union, Equifax and Experian, and requested copies of her credit reports.

#### IV. DEFENDANTS' RESPONSES TO PLAINTIFF'S DISPUTE ABOUT CREDIT REPORT

On June 3, 1999, defendant First Tennessee received an Automated Consumer Dispute Verification from Experian. The form stated that Kronstedt "states that this account is mixed up with someone else" and asked First Tennessee to "provide complete ID." First Tennessee responded by looking up the account information maintained internally on its computers. After seeing that the name and social security number on the account matched the information provided by Experian, First Tennessee verified that the account belonged to plaintiff and sent that information to Trans Union, Experian and Equifax.

Equifax sent plaintiff a copy of her credit report dated June 16, 1999. The report indicated that it had been produced by CSC. The credit report listed five bank accounts that Lehman had obtained in plaintiff's name, including First Tennessee Bank.

Sometime in June 1999, plaintiff contacted First Tennessee about the information that was being reported on her credit report. Also, on July 2, 1999, plaintiff's attorney sent a letter to CSC about plaintiff's credit report. The letter included an affidavit from plaintiff in which she averred that loan accounts at five banks had been opened fraudulently by another person. This was the first time that either plaintiff or her attorney had communicated with CSC.

In the July 2, 1999 letter, plaintiff's attorney informed CSC that plaintiff had been the victim of fraud and asked that the following bank accounts be deleted from plaintiff's credit history: Nationsbank Tennessee, First Tennessee Bank, Regions Bank, Suntrust Bank Nashville and Amsouth Bank. Before receiving the letter, CSC had no reason to suspect that these accounts had been opened fraudulently in plaintiff's name. Plaintiff's attorney mailed a copy of the letter and the affidavit to First Tennessee Bank.

After receiving the letter from plaintiff's attorney, CSC added a fraud alert statement to plaintiff's credit report. The fraud alert included plaintiff's phone number and read in part as follows:

\* \* \* Fraud alert \* \* \* Fraudulent applications may be submitted in my name using correct personal information//If you access this file, please verify with me, personally, that it is legitimate

Dep. of Janice Fogelman, dkt. #71, ex. 7. CSC also began investigating the accounts about which plaintiff had complained. CSC sent Consumer Dispute Verification forms to Amsouth Bank, Regions Bank, Suntrust Bank Nashville and First Tennessee. It sent an Automated Consumer Dispute Verification form to First Tennessee Bank, which First Tennessee received on July 14, 1999. CSC did not address the Nationsbank Tennessee account because it did not appear on plaintiff's CSC credit report.

CSC did not receive responses from Regions Bank or Suntrust Bank Nashville. Pursuant to its dispute resolution procedures, CSC deleted these accounts from plaintiff's credit report. Amsouth Bank responded to CSC's Consumer Dispute Verification form by verifying the account as fraudulent and directing CSC to delete the tradeline. CSC complied with Amsouth's request and deleted the tradeline from plaintiff's credit report.

First Tennessee received the Automated Consumer Dispute Verification form from CSC on July 14, 1999. In response to the form, an employee from First Tennessee Bank's credit inquiry department called the bank's collection department, which informed the employee that plaintiff's account was being investigated for fraud. On its response to the dispute verification form, defendant First Tennessee's credit department informed CSC that it had verified that it had an account with the same name as plaintiff and the same former address and social security number. First Tennessee indicated that the account was being investigated for fraud.

CSC interpreted this response to mean that First Tennessee's investigation was not complete and that the bank did not know whether the account was fraudulent. Pursuant to its policies, CSC left the name "First Tennessee Bank" on plaintiff's credit report, but deleted all other information about the account, including information that the account was delinquent, the outstanding balance of the account and the rating of the account. CSC also added the notation "dispute-resolution pending" to the account.

On or about November 11, 1999, plaintiff and Kronstedt sought to

convert Kronstedt's construction loan into a home mortgage. As they had done with the construction loan, plaintiff and Kronstedt applied for a mortgage through Susan Ruesch at River Cities Bank. Ruesch contacted Associated Mortgage, Inc. to underwrite the loan application. Associated Mortgage obtained a merged credit report that it showed to Ruesch that contained information from the combined credit reports of Trans Union, Experian and Equifax. The report included the complete tradeline information about the First Tennessee account, including the outstanding balance and a history of delinquent payments, but omitted any indication that the account was in dispute or under investigation for fraud. The First Tennessee tradeline indicated that report indicated that the First Tennessee Bank information had been reported by Equifax in October 1999. Although this information reflected negatively on plaintiff's creditworthiness, Associated Mortgaged approved a loan in plaintiff's and Kronstedt's names. However, plaintiff chose to have her name taken off the loan application.

On November 18, 1999, plaintiff called CSC and talked to Carolyn Johnson in the legal department regarding the First Tennessee Bank information on her credit report. In response to plaintiff's phone call, Johnson directed staff to remove the entire First Tennessee Bank notation from plaintiff's credit report. CSC staff complied with Johnson's request and the First Tennessee Bank tradeline was deleted from plaintiff's credit report on November 19, 1999.

#### DISPUTED FACTS

A material dispute of fact exists regarding which of the defendants, CSC or First Tennessee, was responsible for the First Tennessee Bank information reappearing on plaintiff's CSC credit report in October 1999.

#### OPINION

##### I. SUMMARY JUDGMENT STANDARD

To prevail on a motion for summary judgment, the moving party must show that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law. Fed.R.Civ.P. 56(c); Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986); Indiana Grocery, Inc. v. Super Valu Stores, Inc., 864 F.2d 1409, 1412 (7th Cir. 1989). When the moving party succeeds in showing the absence of a genuine issue as to any material fact, the opposing party must set forth specific facts showing that there is a genuine issue for trial. Fed.R.Civ.P. 56(e); Matsushita Electric Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586 (1986); Bank Leumi Le-Israel, B.M. v. Lee, 928 F.2d 232, 236 (7th Cir. 1991). The

opposing party cannot rest on the pleadings alone, but must designate specific facts in affidavits, depositions, answers to interrogatories or admissions that establish that there is a genuine issue for trial. Celotex, 477 U.S. at 324.

## II. FAIR CREDIT REPORTING ACT CLAIMS

### A. Claims Against CSC

The Fair Credit Reporting Act creates a private right of action against consumer reporting agencies for the negligent or willful violation of any duty imposed under the statute. See 15 U.S.C. § 1681o (negligent violations) and 1681n (willful violations); Henson v. CSC Credit Services, 29 F.3d 280, 284 (7th Cir. 1994). A consumer reporting agency that violates the provisions of the act negligently may be liable to the consumer for actual damages, costs and attorney's fees.

15 U.S.C. § 1681o. A consumer reporting agency that violates the statute willfully may be liable for punitive damages as well.  
15 U.S.C. § 1681n.

Under the act, a consumer reporting agency is required to follow "reasonable procedures to assure maximum possible accuracy" of the information contained in a consumer's credit report.

15 U.S.C. § 1681e(b). Thus, a consumer reporting agency will not be liable under the Fair Credit Reporting Act if it reported inaccurate information on a consumer's credit report, so long as the agency followed reasonable procedures to assure the "maximum possible accuracy" of its reports. See Henson, 29 F.3d at 284. Under this provision, a credit reporting agency is not liable for reporting inaccurate information obtained from a presumptively reliable source, such as a court's Judgment Docket, absent notice from the consumer that the information is inaccurate. Id., 29 F.3d at 285.

However, once a consumer notifies the consumer reporting agency that there is an error on her credit report, the agency is obligated under § 1681i to conduct a more thorough investigation. Section 1681i states in relevant part:

If the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly of such dispute, the agency shall reinvestigate free of charge and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the

30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer.

15 U.S.C. § 1681i(a).

Depending on the circumstances, a credit reporting agency that receives notice of a dispute may be required to verify the accuracy of its initial source of information. Henson, 29 F.3d at 287; see also Cahlin v. General Motors Acceptance Corp., 936 F.2d 1151, 1160 (11th Cir. 1991) ("A [§ 1681i(a)] claim is properly raised when a particular credit report contains a factual deficiency or error that could have been remedied by uncovering additional facts that provide a more accurate representation about a particular entry."). Two relevant factors are "whether the consumer has alerted the reporting agency to the possibility that the source may be unreliable or the reporting agency itself knows or should know that the source is unreliable" and "the cost of verifying the accuracy of the source versus the possible harm inaccurately reported information may cause the consumer." Id. Whatever considerations exist, it is for "the trier of fact [to] weigh the[se] factors in deciding whether [the defendant] violated the provisions of section 1681i." Id.

Plaintiff contends that two actions taken by CSC violated the Fair Credit Reporting Act. First, plaintiff contends that CSC acted unreasonably when it reported the First Tennessee account as "dispute-resolution pending" instead of deleting the First Tennessee Bank tradeline in its entirety after she informed CSC that she was disputing the account. Second, she contends that CSC should have prevented the derogatory information associated with the tradeline from reappearing on her report in October 1999. (Plaintiff does not seem to be challenging CSC's reporting of the First Tennessee Bank account information before she notified it in July 1999 that she was disputing the information. In any case, because plaintiff has not adduced any evidence to suggest that CSC had any reason to question the accuracy of First Tennessee's credit information before July 1999, CSC would be entitled to summary judgment on this claim. See Henson, 29 F.3d at 286 (absent notice from consumer of error in consumer's credit report, credit reporting agency that relies on accuracy of public court documents in preparing credit report not liable under § 1681e(b))).)

#### 1. CSC's reporting of disputed account

Plaintiff contends that in light of all the information CSC had, including the letter from her attorney, her affidavit and the fact that one of the other banks had verified the account opened in her name as fraudulent, it should have deleted the First Tennessee account

information in its entirety instead of merely suppressing the derogatory information and adding a notation stating "dispute-resolution pending." Plaintiff contends that by simply "parrot[ing] the creditor's response" and "refusing to acknowledge [her] sworn testimony that the account was fraudulent," CSC abdicated its duty under § 1681e(b) to follow reasonable procedures to maintain maximum possible accuracy. Although plaintiff has not alleged a separate claim under § 1681i(a), she contends as part of her § 1681e(b) claim that CSC violated § 1681i(a)(4), which requires the consumer reporting agency to "review and consider all relevant information submitted by the consumer" in investigating a consumer dispute.

As an initial matter, I note that because plaintiff's claim involves the steps taken by CSC after she informed it that she disputed the accuracy of the First Tennessee Bank account information, it actually states a claim arising under § 1681i(a) rather than under § 1681e(b). See Henson, 29 F.3d at 286; Cahlin, 936 F.2d at 1160 (distinguishing between duties imposed by § 1681e(b) and § 1681i). Because § 1681i provides its own set of procedures for reinvestigating disputed information, it is debatable whether § 1681e(b)'s "maximum possible accuracy" standard applies to reinvestigation procedures. See Swoager v. Credit Bureau of Greater St. Petersburg, 608 F. Supp. 972, 975 (M.D. Fla. 1985) (because "the functions of § 1681e(b) and § 1681i are dissimilar . . . it would be incongruous to engraft the maximum accuracy dictates of the former into the context of reinvestigation and grievance procedures governed by the latter"); Grenier v. Equifax Credit Information Services, 892 F. Supp. 57, 59 (D. Conn. 1995) (same). But see Cahlin, 936 F.2d at 1160 (Section 1681i claim properly raised when credit report contains factual deficiency or error that could have been remedied by uncovering additional facts that provide "a more accurate representation about a particular entry") (emphasis added). However, because defendant has not challenged the propriety of applying § 1681e(b)'s standard to plaintiff's allegations, I will assume that § 1681e(b)'s "maximum possible accuracy" standard applies.

Even with the benefit of the maximum possible accuracy standard, plaintiff's first claim cannot survive defendant CSC's motion for summary judgment. Although the "reasonableness" of a defendant's procedures is typically a fact question that must be resolved by the jury, summary judgment is proper if the reasonableness of the defendant's procedures is "beyond question." Crabill v. Trans Union, L.L.C., 259 F.3d 662, 664 (7th Cir. 2001). This is such a case. Plaintiff does not contend that there were any additional facts that CSC could have uncovered, that the means it used to investigate her complaint were unreasonable or that she notified CSC that First Tennessee was an unreliable source. Plaintiff

asserts that CSC failed to review and consider all the information she submitted, but she offers no facts to support that assertion. What plaintiff really challenges is CSC's response to her dispute in light of the information it had. She is arguing that it was unreasonable for CSC to have left the First Tennessee tradeline on her credit report at all given the information she had provided. Plaintiff argues that whether it is reasonable for CSC to have left the tradeline on the credit report rather than deleting it completely is a question for the jury.

I disagree. The Fair Credit Reporting Act does not go that far. As the court explained in Cahlin, 936 F.2d at 1158,

Although a credit reporting agency has a duty to make a reasonable effort to report "accurate" information on a consumer's credit history, it has no duty to report only that information which is favorable or beneficial to the consumer. Congress enacted Fair Credit Reporting Act with the goals of ensuring that such agencies imposed procedures that were not only "fair and equitable to the consumer," but that also met the "needs of commerce" for accurate credit reporting. Indeed, the very economic purpose for credit reporting companies would be significantly vitiated if they shaded every credit history in their files in the best possible light for the consumer. Thus, the standard of accuracy embodied in section [15 U.S.C. § 1681e(b)] is an objective measure that should be interpreted in an evenhanded manner toward the interests of both consumers and potential creditors in fair and accurate credit reporting.

(Footnote omitted).

With respect to disputed accounts, the court noted that consumers who dispute how a particular dispute is characterized or interpreted on their credit report are not without a remedy: under § 1681i(b), they may file a statement as to their version of the dispute. Id. at n. 23. "In this way, potential creditors have both sides of the story and can reach an independent determination of how to treat a specific, disputed account." Id. (citation omitted).

Aside from her own assertion that CSC should have simply taken her at her word and ignored First Tennessee's response regarding the First Tennessee account, plaintiff has adduced no evidence from which a trier of fact could conclude that it was unreasonable for CSC to respond as it did to her dispute regarding the First Tennessee account. CSC complied

with its duty to reinvestigate and notified First Tennessee of the dispute. First Tennessee reported back to CSC that plaintiff's account was being investigated for fraud. CSC interpreted First Tennessee's response as meaning that it could not verify the derogatory account information, so it suppressed that information from plaintiff's credit report and added a notation that the account was in dispute. CSC also placed plaintiff's statement regarding the dispute on file. The Fair Credit Reporting Act did not require CSC to do more. Summary judgment will be granted to CSC on this claim.

## 2. Reappearance of derogatory information on credit report

Plaintiff also contends that defendant CSC violated the Fair Credit Reporting Act when it allowed the derogatory information concerning the First Tennessee Bank account to reappear on her credit report from mid-October 1999 until it was deleted on November 19, 1999. At least one court has found that "[a]llowing inaccurate information back onto a credit report after deleting it because it is inaccurate is negligent." Stevenson v. TRW Inc., 987 F.2d 288, 293 (5th Cir. 1993). See also Philbin v. Trans Union Corp., 101 F.3d 957, 965-66 (3d Cir. 1996) (plaintiff produced sufficient evidence to survive summary judgment on issue of reasonable procedures merely by demonstrating that there were inaccuracies in credit report). In its brief in support of its motion for summary judgment, defendant CSC does not attempt to deny that the information was inaccurate or that it may have been responsible for its reappearance on plaintiff's credit history, but contends that it is entitled to judgment as a matter of law because plaintiff has insufficient evidence of actual damages.

## 3. Actual damages

Actual damages for Fair Credit Reporting Act violations may include out-of-pocket losses, damages for injury to reputation and creditworthiness and for humiliation or mental distress. Cousin v. Trans Union Corp., 246 F.3d 359, 376 (5th Cir. 2001). In order to obtain an award of "actual damages," a plaintiff must present evidence showing a "causal relation between the violation of the statute and the loss of credit, or some other harm . . .". Crabbill, 259 F.3d at 664. Defendant CSC contends that plaintiff cannot recover actual damages absent a showing that she was denied credit as a result of any conduct by CSC.

I agree with defendant CSC that plaintiff has adduced no evidence to show that she was denied credit as result of credit information provided by CSC. The evidence indicates that the only time plaintiff was denied credit on the basis of information that might have come from CSC was in May 1999, before plaintiff notified CSC that she had been the victim of

identity theft. As noted previously, CSC is not liable for the May 1999 denial because it had no notice that the First Tennessee loan was disputed at that time. Plaintiff alleges that, as a result of information reported by CSC, she was denied credit a second time by Associated Mortgage in November 1999 when she and her fiancé attempted to convert his construction loan into a joint mortgage. However, plaintiff's own witness averred that this was not the case: Associated Mortgage approved plaintiff's loan application. See Aff. of Kay Bader, dkt. # 67, ¶ 30. Further, there is no evidence to support plaintiff's assertion that she was approved at a less favorable rate of interest. In short, there is simply no evidence to show that plaintiff was denied credit or suffered a negative credit action because of an inaccurate credit report prepared by CSC.

That said, courts interpreting the Fair Credit Reporting Act have held that a plaintiff may recover actual damages for emotional distress and loss of reputation even absent the denial of credit. See Cousin v. Trans Union Corp., 246 F.3d 359, 369 n. 15 (5th Cir. 2001); Guimond v. Trans Union Credit Information Co., 45 F.3d 1329, 1333 (9th Cir. 1995). Although defendant CSC maintains that the Seventh Circuit repudiated this view in Crabill, I cannot find support for defendant's assertion in the court's opinion. The court did not limit recovery to those cases involving a denial of credit, but included those in which the plaintiff could show a causal relation between the violation of the statute and "some other harm," leaving open the possibility that the phrase "some other harm" could encompass emotional distress. Although the court declared in Crabill that plaintiff had "no compensatory damages," there is no indication that Crabill had asserted a claim of emotional distress. See Crabill, 259 F.3d at 664. Thus, it appears to be an open question in this circuit whether a plaintiff may recover actual damages for emotional distress in the absence of a denial of credit.

I agree with those courts that have concluded that a denial of credit is not a necessary prerequisite for a § 1681e(b) claim. Defendant CSC argues that even so, plaintiff's evidence of emotional distress is plainly insufficient to support an award of damages. Defendant points out that even though plaintiff contends that she sought counseling to deal with emotions resulting from her efforts to clear her credit report, she has not offered any testimony from her counselors to support her claims and she admitted that she did not tell them about CSC or credit reporting agencies generally. Defendant argues that in the absence of such testimony or medical evidence, plaintiff's uncorroborated testimony regarding her emotional distress is insufficient to support her claim.

Defendant CSC compares this case to Cousin, in which the Court of Appeals for the Fifth Circuit vacated the jury's award of \$50,000 in

compensatory damages on the ground that plaintiff's testimony of mental distress was insufficient. In that Fair Credit Reporting Act case, plaintiff's brother used plaintiff's personal identifying information to obtain two car loans on which he subsequently defaulted, causing damage to plaintiff's credit history. After concluding that plaintiff could not recover for emotional distress resulting from a credit denial absent evidence that the denial was based upon a Trans Union credit report, the court found that the only distress for which plaintiff could recover related to his reaction when he saw his inaccurate Trans Union credit reports on two separate occasions. With respect to the first occasion, plaintiff testified that he felt "very upset, angry" and as if the company had not listened to him. Cousin, 246 F.3d at 371. As for the second occasion, plaintiff testified that he felt

real frustrated, real irritated to know that this information was continuing to be reported over and over again. I already told them that it was not me. I wanted to say that it was a feeling of like being in jail knowing that I — I mean, I didn't do this. I'm not guilty, but I was continuing to be punished for it.

*Id.* at n. 17.

In concluding that this testimony was insufficient to sustain the jury's award of actual damages, the court referred to *Carey v. Piphus*, 435 U.S. 247 (1978), in which the Supreme Court held that a jury's award for emotional distress in a case brought under 42 U.S.C. § 1983 must be supported by evidence of genuine injury, such as evidence of the injured party's conduct and observations of others. See Cousin, 246 F.3d at 371 (citing *Carey*, 435 U.S. at 264 n. 20). Applying *Carey*'s holding in *Cousin*, the court noted that a plaintiff bringing a federal claim for emotional distress must prove damages with "a degree of specificity which may include corroborating testimony or medical or psychological evidence in support of the damage award." *Cousin*, 246 F.3d at 371 (quoting *Patterson v. P.H.P. Healthcare Corp.*, 90 F.3d 927, 938 (5th Cir. 1996)).

In the instant case, plaintiff testified at her deposition as follows regarding the emotional distress she experienced when she learned that the derogatory First Tennessee Bank account information had been re-reported:

[T]he fact that CSC was contacted several times and requested, you know, that that derogatory information be removed and still in November of '99 is reporting that information, you know. Like I said before, at

that time how many more credit reports do you have to request? How many more phone calls do you have to make? How many more documents from an attorney do you have to send to get this cleared up?

I can't even explain in words how it feels. Unless it happens to you, you just don't understand the frustration. It's like somebody throwing you in jail and telling you you committed a crime that you didn't commit, and even though there is proof that it's not you.

The FBI agent knows it's not you, all the banks know it's not you, yet they don't care. They won't remove it. They will leave you sit there. They don't care that you can't move on with your life or afraid to go apply for a loan.

The fact that it carried out as long as it did through December, in my opinion it shouldn't have gone that far, it should have been taken care of at the end of July.

Dep. of Pltf., July 25, 2001, dkt. #56 at 135-36.

Although I agree with defendant CSC that the evidence of plaintiff's emotional distress is not significantly greater than that provided by the plaintiff in Cousin, I nonetheless conclude that it is sufficient to survive defendant's motion for summary judgment. Although the Court of Appeals for the Seventh Circuit has extended Carey's "genuine injury" requirement beyond the procedural due process context, it has rejected the proposition that "an injured person's testimony can never be sufficient by itself, or in conjunction with the circumstances of the particular case, to establish damages for emotional distress." United States v. Balistreri, 981 F.2d 916, 932 (7th Cir. 1992) (citations omitted). Rather, the court has held that the injured party's testimony alone may be sufficient to establish emotional distress, so long as the injured party "reasonably and sufficiently explain[s] the circumstances of his injury and [does] not resort to mere conclusory statements." Id. at 931-23 (quoting Biggs v. Village of Dupo, 892 F.2d 1298, 1304 (7th Cir. 1990) (in turn quoting Rakovich v. Wade, 819 F.2d 1393, 1399 n. 6 (7th Cir. 1987), vacated on other grounds, 850 F.2d 1180 (1988))). Whether the evidence of emotional distress is sufficient to support an award of damages will also depend on the circumstances of the act that allegedly caused that distress: "[t]he more inherently degrading or humiliating the defendant's action is, the more reasonable it is to infer

that a person would suffer humiliation or distress from that action; consequently, somewhat more conclusory evidence of emotional distress will be acceptable to support an award for emotional distress." Id. at 932.

In Balistreri, 981 F.2d 916, the court declined to overturn the jury's award of \$2,000 to each plaintiff for emotional distress. The plaintiffs were testers who assisted the government in building a case of housing discrimination against the defendant. The only evidence of emotional distress came from the testers themselves, who testified generally about being upset, humiliated, embarrassed or shamed. Although the court acknowledged that this evidence was not strong, it upheld the jury's award, reasoning that the jury was "in the best position to evaluate both the humiliation inherent in the circumstances and the witness's explanation of his injury. Moreover, the jury is able to examine the witness personally; a jury may glean as much if not more about a witness's emotional state from the witness's demeanor than from his attempts to explain the nature of his injury in words." Id. at 933.

Although it is difficult to conceive how having inaccurate and derogatory credit information on one's credit report could be as degrading or humiliating as being the victim of race or sex discrimination, I share the view that evaluation of plaintiff's emotional distress claim is a task best left for the jury. In addition to the testimony quoted above, plaintiff testified that the difficulties she encountered in restoring her credit report exacerbated the distress she felt as a result of the identity theft, made her reluctant to apply for credit and made her less trusting of people. Although it is not clear how much of this distress was related specifically to the re-publication of the derogatory information on her credit report in October 1999, when the evidence is viewed in the light most favorable to plaintiff, it is sufficient to overcome defendant CSC's motion for summary judgment.

Furthermore, plaintiff has alleged other actual damages in addition to emotional distress. Specifically, plaintiff contends that she took four days off work in order to meet with lawyers and make telephone calls in order to clear up her credit history. These damages are compensable. However, plaintiff will have to prove that any damages claimed for time off work resulted specifically from the reappearance of the derogatory First Tennessee Bank information on her credit report.

Plaintiff also claims damages for prelitigation attorneys fees that are owed to the lawyer who contacted CSC when she learned of her negative credit history, but these are not compensable. "Actual damages" may include out-of-pocket expenses for attorney fees incurred by a plaintiff prior to litigation of his Fair Credit Reporting Act claims so long as the

lawyer's services were employed to remedy a violation of the law. Casella v. Equifax Credit Information Services, 56 F.3d 469, 475 (2d Cir. 1995). Here, the fees that plaintiff contends she owes her previous attorney are for drafting a letter and an affidavit that he mailed to CSC to inform it of the inaccurate information on plaintiff's credit report. As noted previously, CSC was not violating the law at the time. Accordingly, plaintiff cannot recover her prelitigation attorney fees. Moreover, any statutory attorney fees that plaintiff may be awarded if she succeeds at trial are not actual damages. See Crabill, 259 F.3d at 664-66.

One final word on damages. CSC contends that it is not responsible for any damages resulting from the derogatory information that appeared on plaintiff's November 1999 credit report because the merged report obtained by Associated Mortgage from Informative Research cited Equifax as the source of the First Tennessee Bank information. However, defendant CSC does not dispute that it exchanges information with Equifax and that it is responsible for compiling reports about Wisconsin consumers. Furthermore, plaintiff testified in her deposition that when she would request a credit report from Equifax, she would receive a report from CSC instead. Finally, it is undisputed that CSC was reporting the derogatory information on its data systems when plaintiff contacted it on November 18, 1999. Viewing this evidence in the light most favorable to plaintiff, it supports an inference that CSC provided the information that Equifax subsequently reported to Informative Research. However, plaintiff will bear the burden at trial to present facts showing that CSC was the source of information attributed to Equifax.

#### 4. Punitive and statutory damages

Even if plaintiff is not entitled to any "actual damages," she may be entitled to punitive damages if she can show that CSC willfully failed to comply with the Fair Credit Reporting Act. See Casella, 56 F.3d at 476; 15 U.S.C. § 1681n(2). The act provides that a consumer who can show willful noncompliance can recover statutory damages of not less than \$100 and not more than \$1,000. § 1681n(a)(1)(A). To show willful noncompliance, a plaintiff must show that the defendant "knowingly and intentionally committed an act in conscious disregard for the rights of others." Pinner v. Schmidt, 805 F.2d 1258, 1263 (5th Cir. 1986); Dalton, 257 F.3d 409; Philbin, 101 F.3d at 970. Although a showing of malice or evil motive is not required to prove willfulness under the act, courts have held that to justify an award of punitive damages, a defendant's actions must be on the same order as willful concealments or misrepresentations. Cushman v. Trans Union Corp., 115 F.3d 220, 226-27 (3rd Cir. 1997); Stevenson v. TRW, Inc., 987 F.2d 288, 294 (5th Cir. 1993).

Assuming for the purposes of deciding CSC's motion for summary judgment that CSC was responsible for the derogatory information reappearing on plaintiff's credit report in October 1999, plaintiff has adduced no evidence from which a jury could conclude that CSC's actions were willful. As proof of CSC's culpability, plaintiff has adduced nothing more than the fact that the derogatory information reappeared on her credit report. Although this may be sufficient to establish negligence under a res ipsa loquitur theory, see Philbin, 101 F.3d at 965, it falls far short of the showing plaintiff must make to establish that CSC acted in conscious disregard for her rights. Further, when plaintiff contacted CSC about the reappearance of the information, CSC remedied the error immediately. There is simply no evidence of any willful misrepresentation, concealment or intentional disregard for plaintiff's rights on the part of CSC. Accordingly, summary judgment on plaintiff's punitive and statutory damages claim is appropriate.

#### B. Claims Against First Tennessee

Plaintiff contends that two actions taken by First Tennessee violated the Fair Credit Reporting Act. First, plaintiff contends that First Tennessee failed to conduct a reasonable investigation of the disputed account when it received the Consumer Dispute Verification form from Experian in June 1999. Second, she contends that First Tennessee acted unreasonably in July 1999 when it informed CSC that the account that had been opened in her name was under investigation for fraud without instructing CSC to delete the tradeline entirely.

Before addressing the merits of plaintiff's claims against First Tennessee, I will address First Tennessee's contention that plaintiff's claims against it must be dismissed for lack of personal jurisdiction and improper venue. I agree with plaintiff that defendant has waived its right to assert these defenses by failing to include them in its answer. See Fed.R.Civ.P. 12(h)(1) ("A defense of lack of jurisdiction over the person [or] improper venue . . . is waived . . . if it is neither made by motion under this rule nor included in a responsive pleading or an amendment thereof permitted by Rule 15(a) to be made as a matter of course.").

Defendant First Tennessee points to its fourth affirmative defense in its amended answer as proof that it asserted the defense of lack of personal jurisdiction. In that paragraph, defendant asserted: "Service of process upon these answering defendants may have been legally insufficient, such as to deprive this court of jurisdiction." Def. First Tennessee's Amended Answer, dkt. #34, at 2, ¶ 4. It is disingenuous for First Tennessee to contend that this statement raises a lack of personal jurisdiction defense. The plain reading of this statement is that

defendant was asserting the defense of insufficiency of service of process. Although improper service may result in the court's lacking jurisdiction over the person, that defense is different from First Tennessee's contention in its brief that personal jurisdiction over it does not exist under Wisconsin's long-arm statute. Fed.R.Civ.P. 12(b) contemplates that the defenses of insufficiency of service of process and lack of jurisdiction over the person are different defenses that should be pleaded separately. See also Fed.R.Civ.P. 10(b) ("each defense other than denials shall be stated in a separate count or defense whenever a separation facilitates the clear presentation of the matters set forth"). First Tennessee either ignored these rules, or, more likely, did not intend to raise the defenses of lack of personal jurisdiction and improper venue. In either case, defendant has waived its right to assert these defenses now.

Defendant also contends that I should apply the holding of the federal district courts in Tennessee and find that plaintiff may not bring a private cause of action to enforce 15 U.S.C. § 1681s-2 (b). See Carney v. Experian Info. Solutions, Inc., 57 F. Supp.2d 496 (W.D. Tenn. 1999). This contention is frivolous. This court is not bound by another federal district court's interpretation of federal law on a claim arising under this court's federal question jurisdiction. Further, there is not a shred of support in the record for defendant's contention that plaintiff has conceded that Tennessee law should apply.

#### 1. First Tennessee's investigation on June 3, 1999

In 1996, Congress amended the Fair Credit Reporting Act to impose duties upon persons, like defendant First Tennessee, who furnish information to credit reporting agencies. See 15 U.S.C. § 1681s-2. Upon notice of a dispute from a credit reporting agency, § 1681s-2(b)(1) of the act requires the entity furnishing the information to conduct an investigation regarding the dispute and to report its findings accordingly:

After receiving notice pursuant to section 1681i(a)(2) of this title of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall —

(A) conduct an investigation with respect to disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section

1681i(a)(2);

(C) report the results of the investigation to the consumer reporting agency; and

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information . . . .

15 U.S.C. § 1681s-2 (b)(1). The duties imposed on providers of information under § 1681s-2(b) arise only after the entity furnishing the information receives notice from a consumer reporting agency that a consumer is disputing credit information. Aside from the Carney decision, discussed above, nearly all courts considering this provision have concluded that a consumer may bring a cause of action against an entity furnishing information for a violation of this subsection. See, e.g., Thomasson v. Bank One, Louisiana, N.A., 137 F. Supp.2d 721, 723 (E.D. La. 2001); Whitesides v. Equifax Credit Info. Serv., Inc., 125 F. Supp.2d 807, 812 (W.D. La. 2000); Dornhecker v. Ameritech Corp., 99 F. Supp.2d 918, 926-27 (N.D. Ill. 2000) and cases cited in plaintiff's brief, dkt. #61, at 6-7.

The parties dispute whether the investigation under § 1681s-2(b)(1) must satisfy any particular standard or whether it is enough that the entity simply conduct some sort of investigation, no matter how minimal. Apparently, only one other court has considered this question. In Bruce v. First U.S.A. Bank, 103 F. Supp.2d 1135 (E.D. Mo. 2000), the court concluded that the investigation under § 1681s-2(b) must be reasonable. In reaching this conclusion, the court noted that § 1681s-2(b)'s investigation requirement for entities furnishing credit information is analogous to the reinvestigation requirement imposed upon credit reporting agencies under § 1681i(a), which courts have interpreted as imposing a duty to conduct a reasonable reinvestigation. Id. at 1143.

I agree that § 1681s-2(b)(1) imposes a duty upon entities that furnish information to conduct a reasonable investigation after receiving notice from a credit reporting agency that a consumer disputes the completeness or accuracy of an item on her credit report. Although defendant First Tennessee argues that such a conclusion is inconsistent with the plain language of the statute, defendant does not disagree with the court's conclusion in Bruce that § 1681s-2(b) is analogous to § 1681i(a), which courts have interpreted as imposing a reasonableness requirement despite the lack of such language in that provision. Indeed, the conclusion that an investigation under §

1681s-2(b)(1) must be reasonable seems manifest in light of § 1681o, which allows a consumer to recover damages from "[a]ny person who is negligent in failing to comply with any requirement imposed under this subchapter." 15 U.S.C. § 1681o(a).

Applying the reasonable investigation standard, I conclude that genuine issues of material fact exist as to whether defendant First Tennessee conducted a reasonable investigation into plaintiff's dispute as required by § 1681s-2(b)(1). It is undisputed that, by the time First Tennessee received the first Consumer Dispute Verification form on June 3, 1999, it had knowledge that the account in plaintiff's name might be fraudulent. In February and March 1999, FBI Special Agent Reece had spoken to Ashlea Webb in First Tennessee's credit department and had obtained documents from her pertaining to the account in plaintiff's name. Even though Agent Reece's affidavit provides no information about the substance of the conversations he had with Webb, when the evidence is viewed in the light most favorable to plaintiff it supports an inference that, at a minimum, he told her who he was and that he was investigating the account for suspected fraud. (Reece's affidavit does not support plaintiff's contention that he informed Webb that the account was in fact fraudulent. See dkt. #66, ¶¶ 12-16.) Furthermore, the notes from First Tennessee's collection department indicate that, as of March 1999, it had information indicating that the account was fraudulent. Also undisputed is the fact that First Tennessee's credit inquiry department interpreted the June 3, 1999 Consumer Dispute Verification form from Experian as a request for confirmation of account information to which it responded by verifying that the name and social security number on the account matched the information provided by Experian. The credit department retrieved its account information from an internal database that did not include any of the notes entered by the collection department or any other indication that the account might be fraudulent.

First Tennessee argues that its investigation in response to the June 3, 1999 Consumer Dispute Verification form could not have been unreasonable because it was simply doing what Experian had asked it to do, which was to confirm that its identifying information about the maker of the account matched the information that Experian had. However, a rational jury could conclude that First Tennessee's failure to inquire further about the status of the account was unreasonable in light of the fact that Experian stated on the Consumer Dispute Verification form that plaintiff was claiming that the account was not hers and had been mixed up with another person's. In addition, a rational jury could conclude that it was unreasonable for First Tennessee to have maintained a system in which there was no cross-communication between the collection department and the credit inquiry department, and in which information obtained by the collection department indicating that an account was suspected of

being fraudulent was maintained separately from the data available to the credit department when responding to a Consumer Dispute Verification form. Therefore, it would be inappropriate to grant summary judgment against plaintiff on her claim that defendant First Tennessee did not conduct a reasonable investigation in response to the Consumer Dispute Verification form on June 3, 1999.

## 2. First Tennessee's investigation on July 14, 1999

I will grant summary judgment against plaintiff on her claim that First Tennessee conducted an unreasonable second investigation, after it received the Consumer Dispute Verification form from CSC on July 14, 1999. As with her claim against CSC, plaintiff contends that it was unreasonable for defendant First Tennessee to report anything more than that the tradeline for the fraudulent account should be deleted in light of the information it had, which included the phone calls from Special Agent Reece, the letter from plaintiff's attorney and plaintiff's affidavit. As "evidence" that this was unreasonable, plaintiff points out that one of the other banks that responded to the Consumer Dispute Verification form verified that the account opened in plaintiff's name was fraudulent and instructed CSC to delete the entire tradeline.

Like her reinvestigation claim against CSC, plaintiff's claim that First Tennessee should have instructed CSC to delete the entire account tradeline pushes the Fair Credit Reporting Act too far. Notably, plaintiff presents no evidence to show that First Tennessee was not investigating the account for fraud on July 14, 1999. In fact, although plaintiff contends that First Tennessee's investigation was unreasonable, she presents no evidence regarding what steps First Tennessee was or was not taking to investigate the account. The essence of her claim is that First Tennessee's investigation should have been complete in light of the information it had. But there is nothing in the Fair Credit Reporting Act that specifies a time frame within which a creditor must complete its internal fraud investigations or that tells a creditor how to conduct its internal fraud investigations. The act merely requires entities furnishing information to conduct a reasonable investigation when notified by a consumer reporting agency of a consumer dispute and to notify the consumer reporting agencies if they determine from their investigation that the information they had previously reported was incomplete or inaccurate. First Tennessee reported that it was in the process of investigating the account for fraud, or in other words, that it had not yet completed its investigation of the account. The fact that another bank may have had different internal policies that allowed it to reach a different conclusion about the account opened in plaintiff's name is irrelevant. In the absence of any evidence that First Tennessee was not investigating the account or that the steps it was taking were

unreasonable, summary judgment must be granted to First Tennessee on this claim.

### 3. Actual damages

Defendant First Tennessee contends that even if plaintiff is allowed to proceed on all or part of her claims, summary judgment is proper because she has not suffered damages as a result of any conduct by First Tennessee. Like CSC, defendant First Tennessee contends that plaintiff suffered no financial loss, her claim of emotional distress is unsubstantiated and her claim of lost time from work is de minimis.

For the reasons discussed above with respect to plaintiff's claims against CSC, I conclude that plaintiff has adduced sufficient evidence of actual damages to survive First Tennessee's motion for summary judgment. I agree with defendant that even if liability is found, plaintiff's damages are likely to be minimal: plaintiff can recover only those damages that were caused by First Tennessee's failure to conduct a reasonable investigation with respect to the June 3, 1999 Consumer Dispute Verification form from Experian. This limits damages to those that were incurred during the time period between June 3 and July 14, 1999. Although defendant First Tennessee contends that such damages are de minimis and therefore not compensable, it does not cite any case to support its proposition that actual damages must meet some minimum threshold in order to be recoverable and my independent research has discovered none.

### 4. Punitive damages

Summary judgment will be granted with respect to plaintiff's claim for punitive damages against First Tennessee. Plaintiff has adduced insufficient evidence from which a jury could infer that in responding to the Consumer Dispute Verification form from Experian, First Tennessee knowingly and intentionally committed an act in conscious disregard for plaintiff's rights. At most, plaintiff has produced evidence showing that First Tennessee had inadequate procedures in place to ensure that its credit inquiry department was informed that an account was under investigation by another department. Because there is no evidence in the record to suggest that anyone at First Tennessee intentionally misrepresented the status of the disputed account, plaintiff's punitive damages claim must be dismissed.

## III. DEFAMATION CLAIMS

Plaintiff's complaint alleges common law claims of defamation by both defendants. Defendants contend that plaintiff's state law defamation

claims are preempted by § 1681h(e). Plaintiff contends that defendant CSC waived its right to challenge the defamation claim by failing to raise the issue until its reply brief. I agree. It is well-settled that failure to raise an issue until the reply constitutes a waiver. See Holman v. Indiana, 211 F.3d 399, 405 n. 5 (7th Cir. 2000). However, because it is clear from the evidence adduced by the parties that plaintiff cannot prevail at trial on her claim that defendant CSC defamed her when it reported the First Tennessee account as "disputed" in July 1999, I will grant summary judgment to defendant CSC on this issue on my own motion. This is not unfair to plaintiff: plaintiff addressed the issue on the merits in her brief in response to defendant First Tennessee and in her objection to defendant CSC's failure to raise the issue until its reply.

Plaintiff contends that defendant First Tennessee defamed her when it reported to the credit reporting agencies from February to July 1999 that plaintiff had opened an account with the bank. She also contends that the bank defamed her when it reported again in October 1999 that the disputed account belonged to her. As for defendant CSC, I presume that plaintiff's defamation claims are based upon the same conduct as the Fair Credit Reporting Act claims, namely, that CSC defamed her by reporting the First Tennessee account as "disputed" in July 1999 and by re-publishing the derogatory account information in October 1999.

Section 1681h(e) of the Fair Credit Reporting Act states as follows:

Except as provided in sections 1681n and 1681o of this title, no consumer may bring any action or proceeding in the nature of defamation, invasion of privacy, or negligence with respect to the reporting of information against any consumer reporting agency, any user of information, or any person who furnishes information to a consumer reporting agency, based on information disclosed pursuant to section 1681g, 1681h, or 1681m of this title, or based on information disclosed by a user of a consumer report to or for a consumer against who the user has taken adverse action, based in whole or in part on the report except as to false information furnished with malice or willful intent to injure such consumer.

Courts have interpreted this section as providing consumer reporting agencies and entities furnishing information with immunity from common law defamation actions unless the defendant furnished false information with malice or willful intent to injure. See, e.g., Cushman v. Trans Union Corp., 115 F.3d 220, 229 (3rd Cir. 1997); Bloom v. I.C. Sys.,

Inc., 972 F.2d 1067, 1069 (9th Cir. 1992); Thornton v. Equifax, Inc., 619 F.2d 700, 703 (8th Cir. 1980); Bruce, 103 F. Supp.2d at 1145. However, the immunity provision, which Congress intended to provide a "quid pro quo" for statutorily required disclosures, applies only to claims "based on information disclosed pursuant to 1681g, 1681h or 1681m." Whitesides v. Equifax Credit Information Services, Inc., 125 F. Supp.2d 807, 811 (W.D. La. 2000); McAnly v. Middleton and Reutlinger, P.S.C., 77 F. Supp.2d 810, 814 (W.D. Ky. 1999); Retail Credit Co. v. Dade County, 393 F. Supp. 577 (D.C. Fla. 1975) (quoting Sen. Proxmire in colloquy with Sen. Javits, 115 Cong. Rec. 13908 (November 6, 1969)). Section 1681g describes the nature of the information that a consumer reporting agency must provide to a consumer upon request; § 1681h specifies the conditions under which the disclosures must be made; and § 1681m requires a person who uses a credit report or other credit information as a basis for taking adverse action against a consumer to disclose to the consumer the source of the adverse credit information.

Thus, whether § 1681h(e) applies depends upon how the plaintiff obtained the purportedly defamatory information. See Hood v. Dun & Bradstreet, Inc., 486 F.2d 25, 32 (5th Cir. 1973) ("(T)he Act does not preclude an action at common law except where information that would give rise to a cause of action is obtained by the complainant pursuant to the provisions of the Act."); 16 C.F.R. App. to Pt. 600 — FTC Commentary on the Fair Credit Reporting Act, § 610 — Conditions of Disclosure, ¶ 6 ("The privilege extended by subsection [1681h(e)] does not apply to an action brought by a consumer if the action is based on information not disclosed pursuant to sections [1681g, 1681h or 1681m].") If a consumer obtains information independently of agency or user disclosures, the qualified immunity provision does not apply.

#### A. Claims Against First Tennessee

##### 1. First Tennessee's reporting of fraudulent account from February to July 1994

Applying this understanding of the immunity provision to plaintiff's defamation claims against First Tennessee, I conclude that the provision applies only to plaintiff's claim regarding First Tennessee's reporting of the fraudulent account to the credit reporting agencies from February to mid-July 1999. Plaintiff learned that First Tennessee was reporting the fraudulent account when her lender disclosed a copy of her credit report in connection with the denial of credit in May 1999. Because this was a disclosure under § 1681m(a), the immunity provision applies. See § 1681m(a) (person taking adverse action against consumer because of information contained in consumer report must inform consumer of adverse

action, source of information and right to obtain copy of credit report from consumer reporting agency).

Citing Whitesides, plaintiff contends that the immunity provision does not apply to communications between entities furnishing credit information and credit reporting agencies. See Whitesides, 125 F. Supp.2d at 811 (finding that bank was not covered by § 1681h(e) because it was not consumer reporting agency and did not take adverse action against plaintiff on basis of her consumer report). However, § 1681h(e) states explicitly that it protects "any person who furnishes information to a consumer reporting agency" from defamation actions based on information disclosed pursuant to the act absent a showing of malice or willful intent. Having reviewed the court's opinion in Whitesides, I conclude that the court's interpretation of the statute in that case is inconsistent with the statute's plain reading and would deny those who furnish information to consumer reporting agencies the protection that Congress intended. Accordingly, I decline to follow it.

In order to prove her defamation claim, plaintiff will have to prove that First Tennessee reported the information with malice or willful intent to injure. Plaintiff cannot make this showing. Although the Fair Credit Reporting Act does not define the terms "malice or willful intent," courts considering the issue have adopted the definitions that apply to these terms in libel law. Thornton, 619 F.2d at 705. A statement will be deemed to have been made with malice if made "with knowledge that it was false or with reckless disregard of whether it was false or not." Id. I have already found that plaintiff has adduced insufficient evidence of willfulness to survive First Tennessee's motion for summary judgment on the issue of punitive damages. Because the showing of malice or willful intent to injure under § 1681h(e) is a higher standard of proof than the willfulness required for punitive damages under § 1681n, see id. at 706, plaintiff's defamation claim with respect to First Tennessee's reporting of the fraudulent account from February to July 1999 must fail.

## 2. First Tennessee's re-reporting of account information in October 1999

Plaintiff contends that First Tennessee defamed her when it re-reported the derogatory information to CSC in connection with the account in plaintiff's name.[fn2] Before addressing the merits of this claim, I must address First Tennessee's contention that the evidence propounded by plaintiff does not create a genuine dispute of fact regarding whether First Tennessee re-reported the information. As support for her contention that First Tennessee may have been responsible, plaintiff cites the deposition of Janice Fogelman, who testified as a witness on behalf of CSC with respect to its policies and procedures regarding

entering data and updates on investigations of fraudulent accounts. From her review of printed copies of electronic data maintained on CSC's database, Fogelman concluded that the reason the derogatory account information reappeared on plaintiff's credit report in October 1999 was because someone at one of Equifax's affiliates had entered the information manually at the direction of First Tennessee Bank.

Defendant First Tennessee labels Fogelman's testimony "sheer speculation" and denies that a material dispute of fact exists with respect to whether it re-reported the derogatory account information. As proof that it could not have re-reported the information, defendant First Tennessee cites an affidavit from Arthur J. Barnett, who is the vice president of information systems and investment banking for First Tennessee and is one of defendant's named experts in this case. In his affidavit, Barnett avers that "zero electronic information was sent via metrotape by First Tennessee Bank National Association to any credit reporting agency" after June of 1999 regarding the loan identified as belonging to plaintiff. Aff. of Arthur Barnett, dkt. #40 at ¶ 4.

Although I agree that plaintiff's evidence is not overwhelming, it is sufficient to allow a jury to conclude that First Tennessee re-reported the information. Fogelman drew her conclusion about how the information had reappeared by looking at various codes on plaintiff's credit data and from her knowledge of credit information reporting procedures. See Dep. of Janice Fogelman, Oct. 11, 2001, dkt. #71, at 122-129. This evidence would be admissible at trial. Further, Barnett's affidavit does not refute Fogelman's testimony because Fogelman testified that the derogatory information had not been submitted by electronic tape but appeared to have been entered manually. Accordingly, a triable issue of fact exists on this issue.

Section § 1681h(e) does not apply to plaintiff's defamation claim based on First Tennessee's alleged re-reporting of the derogatory account information in October 1999. Plaintiff learned that the derogatory information was being re-reported when her mortgage company showed her a copy of her credit report when she applied for a loan in November 1999. Because plaintiff did not request a copy of her credit report on her own, this was not a disclosure pursuant to § 1681g or § 1681h. Further, this was not a disclosure under § 1681m because the mortgage company did not take any adverse action against plaintiff; as noted previously, Associated Mortgage approved her loan application. Therefore, because the disclosure of plaintiff's credit report was not made pursuant to the Fair Credit Reporting Act's mandatory disclosure provisions, § 1681h(e) does not apply and plaintiff may bring her defamation claim without proving malice.

In Wisconsin, the elements of a defamatory communication are: (1) a false statement; (2) communicated by speech, conduct, or in writing to a third person; (3) that is unprivileged and tends to harm one's reputation so as to lower that person in the estimation of the community or deters others from associating or dealing with the person. *Torgerson v. Journal Sentinel, Inc.*, 210 Wis.2d 524, 534, 563 N.W.2d 472, 477 (1997); Wis. JI-Civil 2500 at 1 (1993) and 2501 at 1 (1991). Whether a communication is capable of a defamatory meaning is a question of law for the court. *Lathan v. Journal Co.*, 30 Wis.2d 146, 153, 140 N.W.2d 417 (1966); Wis. JI-Civil 2500 at 4. The legal standard for determining whether a statement is capable of conveying a defamatory meaning is whether the language is reasonably capable of conveying a defamatory meaning to the ordinary mind and whether the meaning ascribed by the plaintiff is a natural and proper one. Wis. JI-Civil 2500 at 5. "[T]he words must be reasonably interpreted and must be construed in the plain and popular sense in which they would naturally be understood in the context in which they were used and under the circumstances they were uttered." *Frinzi v. Hanson*, 30 Wis.2d 271, 276, 140 N.W.2d 259 (1966).

If the court rules that the communication is capable of a defamatory meaning, the case goes to the jury "to determine whether [the] communication . . . was so understood by its recipient." *Bauer v. Murphy*, 191 Wis.2d 517, 523, 530 N.W.2d 1, 3 (Ct. App. 1995) (quoting *Hoan v. Journal Co.*, 238 Wis. 311, 329, 298 N.W. 228, 236 (1941)). This is so even if the plaintiff has not alleged or proved special damages. *Martin v. Outboard Marine Corp.*, 15 Wis.2d 452, 460-461, 113 N.W.2d 135, 139 (1962) (adopting Restatement of Torts on Defamation, § 569)); Wis. JI-Civil 2500 at 15.

I conclude that plaintiff has adduced enough evidence to survive defendant's motion for summary judgment on this defamation claim. Defendant First Tennessee has not disputed that the derogatory account information attributed to plaintiff was false. Furthermore, the information was published to a third party, CSC, who in turn provided it to Associated Mortgage. Finally, the information was capable of conveying a defamatory meaning and could tend to harm plaintiff's reputation, especially in the credit-granting community. Although there is little evidence in the record to suggest that plaintiff's reputation was actually harmed as a result of the re-reporting of the derogatory First Tennessee tradeline information on her credit report, (according to plaintiff, Ruesch at River Cities Bank believed that the delinquent bank accounts on plaintiff's credit report were not plaintiff's, see dkt. #56 at 95, 120-122), Wisconsin law provides that this is a matter to be determined by the jury. Accordingly, defendant First Tennessee's motion for summary judgment on this claim will be denied.

## B. Claims Against CSC

### 1. Characterization of First Tennessee account from July — October 1999

Plaintiff contends that CSC defamed her by designating the First Tennessee account as disputed instead of deleting it in its entirety. Plaintiff learned of CSC's characterization of the account when CSC provided her with the results of its reinvestigation, as required by § 1681i(a)(6)(B). Because this was not a disclosure pursuant to § 1681g, § 1681h or § 1681m, the qualified immunity provision does not apply.

Nonetheless, even if she is not required to prove malice, plaintiff cannot prevail on her defamation claim because there is no evidence that CSC ever published the information to a third party. Without evidence that any third party ever saw her credit report with the "dispute-resolution pending" notation on it, plaintiff cannot establish an essential element of her defamation claim.

### 2. CSC's re-publication of derogatory account information in October 1999

Finally, plaintiff contends CSC defamed her by re-publishing the derogatory information about the First Tennessee account with no mention of the fraud. As found previously with respect to plaintiff's claim against First Tennessee, plaintiff need not make the showing of malice required by § 1681h(e) with respect to this claim because it does not involve a disclosure covered by that subsection. Further, for the reasons stated with respect to plaintiff's defamation claim against First Tennessee, defendant CSC is not entitled to summary judgment on this portion of plaintiff's defamation claim.

## ORDER

IT IS ORDERED that the motion of defendant CSC of Wisconsin for summary judgment is GRANTED IN PART and DENIED IN PART and the motion of defendant First Tennessee Bank National Association for summary judgment is GRANTED IN PART and DENIED IN PART. The following claims of plaintiff are DISMISSED:

1. Fair Credit Reporting Act claim against defendant CSC for reporting the fraudulent account as "dispute-resolution pending";
2. Fair Credit Reporting Act claim against defendant

First Tennessee for reporting the fraudulent account as being investigated for fraud;

3. State common law claim for defamation against defendant CSC for reporting account as "dispute-resolution pending"; and
4. State common law claim for defamation against defendant First Tennessee for reporting the fraudulent account as belonging to plaintiff from February to July 1999.

Plaintiff is allowed to go forward on the following claims:

1. Fair Credit Reporting Act claim against defendant CSC for re-publication of derogatory account information in October 1999;
2. Fair Credit Reporting Act claim against defendant First Tennessee for reporting the fraudulent account as belonging to plaintiff from February to July 1999;
3. State law defamation claim against defendant CSC for re-publication of the derogatory account information in October 1999; and
4. State law defamation claim against defendant First Tennessee for re-reporting the derogatory account information in October 1999.

[fn1] Defendant First Tennessee Bank National Association asserts that it has been improperly named in this lawsuit as First Tennessee Bank. I have construed this assertion as a motion to amend the caption, which I have granted.

[fn2] Although this claim would also appear to state a claim under § 1681s-2(a) of the Fair Credit Reporting Act, which requires entities furnishing information to provide accurate information to consumer reporting agencies, private individuals may not bring a cause of action for an alleged violation of this subsection. See § 1681s-2(d) (granting federal and state officials exclusive authority to enforce § 1681s-2(a)). Presumably, this is why plaintiff did not include this claim among her Fair Credit Reporting Act claims.

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**UNITED STATES DISTRICT COURT**  
**District of Minnesota**

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DOMINIC JOSEPH WHARRAM,

Plaintiff,

vs,

**ORDER**

Civil File No. 02-CV-4853 (MJD/JGL)

CREDIT SERVICES INC.,  
EQUIFAX d/b/a EQUIFAX CREDIT  
INFORMATION SERVICES, INC.,  
TRANS UNION LLC., EXPERIAN  
INFORMATION SOLUTIONS, INC.,  
CSC CREDIT SERVICES INC., AND  
WELLS FARGO BANK, NA.

Defendants.

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John H. Goolsby, Thomas Lyons & Associates P.A., for, and on behalf of, the Plaintiff.  
Van H. Beckwith, Baker Botts, LLP, for, and on behalf of, the Defendant CSC.  
Andi Kendrick Wang, Jones Day, for, and on behalf of, the Defendant Experian.  
Lewis P. Perling, Kilpatrick Stockton LLP, for, and on behalf of, the Defendant Equifax.  
Michael T. Browne, Meagher & Geer, P.L.L.P, for, and on behalf of, the Defendant Trans Union.

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**I. INTRODUCTION**

This matter comes before the Court on defendant's, CSC Credit Services, Inc.<sup>1</sup>

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<sup>1</sup> CSC credit services is an affiliate of Equifax Information Services.

(“CSC”), Motion for Summary Judgment. Defendants Experian Information Solutions, Trans Union LLC and Equifax Information Services have joined in CSC’s Motion for Summary Judgment. Wharram’s complaint alleges that the defendants violated the Fair Credit Reporting Act when they deleted a loan from his consumer report. The Court heard oral arguments on January 7, 2004.

## **II. BACKGROUND**

On January 5, 1999, Wharram borrowed money from Wells Fargo Bank to purchase a vehicle. On January 23, 2002, Wharram made an eight thousand dollar (\$8,000.00) payment to Wells Fargo. In Wharram’s estimation, this lump payment was an early pay off of the loan for the vehicle. Wells Fargo, however, believed that the eight thousand dollar payment did not satisfy the debt and that Wharram owed additional monies on the loan.

On July 1, 2002, Wells Fargo Bank and Wharram entered into a Settlement & Release. The pertinent portion of the release stated,

I, Dominic J. Wharram, in consideration of a payment in the sum of \$246.69, to Wells Fargo Bank, MN . . . hereby release and forever discharge Wells Fargo & Company . . . from any and all manner of action or actions, suits, claims . . . which I ever had . . . against Wells Fargo up to and including the date of this Release.

(Decl. of Chad M. Pinson at Ex. 2(B)). In turn, Wells Fargo “acknowledge[d] that the loan account . . . will be reported at all credit bureaus as paid in full, with no adverse credit marks and in good standing.” Id. According to Wharram, on May 22, 2002, he mailed a check for the amount of \$246.69 to Wells Fargo. It is not clear whether Wells Fargo ever

received Wharram's check.

On August 14, 2002, Wharram learned that the Wells Fargo account was adversely reported on his credit report by the various credit reporting agencies ("CRA"). Experian reported the account as 90 days late and as an "[u]npaid balance reported as a loss by the credit grantor." Likewise, Equifax reported the account as 90 days late and as a "[c]harged off account." Trans Union noted the account was "[c]harged off as bad debt [p]rofit and loss write-off." On September 11, 2002, Wharram disputed the status of the accounts by sending a letter to Equifax and CSC. The letter stated, "I dispute the Norwest/Wells Fargo account # 7520[\*\*\*\*\*] as a charge-off and as being delinquent . . . I adamantly insist it is [sic] should never have been sent to Wells Fargo's loss recovery department; it is not a charge-off and never was delinquent."

In response to Wharram's letter, CSC sent Norwest Bank an automated dispute verification form ("ACDV") stating, [s]ubscriber [c]omment/[r]emark [m]essage [d]isputed. Present [s]tatus [i]ncorrect. Please [v]erify." On September 30, 2002, Norwest responded to the ACDV by stating, "[t]his was a misdirected ACDV-[p]lease [r]eroute. Belongs to Wells Fargo Auto Finance." CSC concluded that the status of the Wells Fargo account was no longer verifiable and, in accordance with CSC policy, deleted the disputed Wells Fargo notation from Wharram's credit report. CSC informed Wharram, by a letter dated October 3, 2002, that "[the contested Norwest/Wells Fargo account] has been deleted from the credit file." CSC had no further contact with Wharram until Wharram

served CSC with this law suit on December 20, 2002.

### III. DISCUSSION

Wharram's complaint alleges that CSC "failed to follow reasonable procedures to assure the maximum possible accuracy of a consumer report regarding [Wharram]. . . . [and] knowingly and intentionally committed an act in conscious disregard for [Wharram's] rights to the [sic] have an accurate credit report available . . . ." (Compl. at 8, ¶¶ 50-51).

CSC argues for summary judgment on several grounds. First, CSC argues that the Wells Fargo loan was properly reported as delinquent because Wells Fargo never cashed Wharram's check. Minnesota law, however, suspends the obligations of the debtor when the debtor tenders a check as payment. Minn. Stat. § 336.3-310(b)(1). The relevant portion of the statute states, "[u]nless otherwise agreed . . . if a note or an uncertified check is taken for an obligation, the obligation is suspended to the same extent the obligation would be discharged if an amount of money equal to the amount of the instrument were taken . . . ."

*Id.* The debt is suspended until the check is dishonored or until it is paid or certified. Minn. Stat. § 336.3-310(b)(2). There are unresolved questions of fact as to whether Wells Fargo received the Wharram's check. If Wells Fargo received Wharram's check, then it cannot be said, under Minnesota law, that the loan was delinquent. Therefore, summary judgment is inappropriate.

Next CSC argues that it is entitled to summary judgment because it "complied with

Wharram's request to 'remove' the Wells Fargo tradeline from his consumer report." (Def.'s Mot. for Summ. J. at 10). At the outset the Court notes, that the burden of assuring accuracy in the consumer's credit report falls to the consumer reporting agency and not with the consumer. See 15 U.S.C. § 1681e(b). CSC is referring to the letter that Wharram sent to dispute the unfavorable notation. In that letter, Wharram stated, "please investigate the reason or reasons why this error is on my credit report." According to CSC, removing the tradeline all together complied with Wharram's request. According to Wharram, however, this letter was never intended to result in the removal of the entire tradeline, just the errors within that tradeline. What Wharram intended by the letter is a question of fact that must be resolved by a trier of fact.

CSC also argues that Wharram may not complain about information not appearing on his consumer report. The plain language of the statute suggests otherwise. The statute states, "[w]henever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure *maximum possible accuracy* of information concerning the individual about whom the report relates." 15 U.S.C. § 1681e(b) (emphasis added). Deleting the entire tradeline did not assure the maximum possible accuracy of information relating to Wharram because it failed to convey the positive credit history Wharram established with Wells Fargo prior to the instant dispute. Maximum accuracy, under the statute, applies equally to favorable information as it does to unfavorable information. The Congressional mandate and intent underlying 15 U.S.C. § 1681e(b) is clear, which is to

“require consumer reporting agencies to adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner *which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy*, and proper utilization of such information . . . .” 15 U.S.C. § 1681(b) (emphasis added).

Next CSC argues that it is entitled to judgment as a matter of law because it complied with 15 U.S.C. § 1681i(a)(5). That statute states,

If, after any reinvestigation under paragraph (1) of any information disputed by a consumer, an item of the information is found to be inaccurate or incomplete or cannot be verified, the consumer reporting agency shall promptly delete that item of information from the consumer's file or modify that item of information, as appropriate, based on the results of the reinvestigation

15 U.S.C. § 1681i(a)(5). This argument is not persuasive because Wharram's request for the investigation could reasonably be interpreted two ways. From Wharram's view it is a request to investigate what he perceived as an error. In that case, the only portion of Wharram's loan history that should have been deleted or modified was the portion that listed the loan status as delinquent. From CSC's view it is a request to remove “the Wells Fargo tradeline from his consumer report.” (Def.'s Mot. for Summ. J. at 10). In that case, the deletion of the entire tradeline may have been appropriate. The resolution of this fact question is within the purview of the proper trier of fact. Accordingly, summary judgment is not appropriate.

CSC's final argument is that Wharram suffered no damages and therefore summary judgment is appropriate. The Court disagrees. At the least, Wharram may be entitled to punitive damages because CSC admits that it was its policy "to suppress the disputed tradeline from the consumer's report." (Def.'s Mot. for Summ. J. at 5). A trier of fact could reasonably find that CSC intentionally suppressed the tradeline and that CSC was conscious that its act impinged on the rights of Wharram. Punitive damages are permitted in the absence of actual damages and therefore summary judgment based on the damages argument is not proper. Bakker v. McKinnon, 152 F.3d 1007, 1013 (8th Cir. 1998) (citations omitted).

**IT IS HEREBY ORDERED that:**

1. Defendants Motion for Summary Judgment [Dock. No. 46] is **DENIED**.

Dated: March 12, 2004

/s/ Judge Michael J. Davis

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Judge Michael J. Davis  
United States District Court

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>RICHARD L. SHEFFER,</b>	:	
Plaintiff,	:	<b>CIVIL ACTION</b>
	:	
<b>v.</b>	:	
	:	
<b>EXPERIAN INFORMATION</b>	:	
<b>SOLUTIONS, INC., et al.,</b>	:	<b>No. 02-7407</b>
Defendants.	:	

**MEMORANDUM AND ORDER**

**Schiller, J.**

**July 24, 2003**

Plaintiff Richard L. Sheffer commenced this action against Defendants Experian Information Solutions, Inc., Equifax Information Services, LLC (“Equifax”), Trans Union, LLC (“Trans Union”), and Sears Roebuck & Co. (“Sears”).<sup>1</sup> Presently before the Court are Trans Union’s Motion for Summary Judgment, Equifax’s Motion for Partial Summary Judgment, and Sears’s Joinder to the Motions for Summary Judgment. For the reasons set forth below, Defendants’ motions are denied.

**I. BACKGROUND**

Many of the pertinent facts for purposes of ruling on the summary judgment motions are not in dispute. Mr. Sheffer opened a Sears charge account in January 1993. Subsequently, without Plaintiff’s consent and unbeknownst to him, Plaintiff’s account was merged with that of a former Sears account holder who was deceased. In November 2000, a bank declined to increase Mr. Sheffer’s credit line, and he requested a copy of his credit report from Equifax. (Compl., Ex. 1.) He received a report which stated, in connection with the Sears account, “CONSUMER

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<sup>1</sup> Plaintiff also named Equifax, Inc. as a Defendant. The parties agree that Equifax should be dismissed from this action.

DECEASED.” (Pl.’s Resp. to Equifax’s Mot. for Part. Summ. J., Ex. A at 2.) The report also indicated that the Sears account had been opened in January 1965, several years prior to Plaintiff’s date of birth. (*Id.*) On November 29, 2000, Plaintiff contacted Equifax by telephone to dispute the statement in the report that he was deceased. (Pl.’s Resp. to Equifax’s Mot. for Part. Summ. J., Ex. A (Fluellen Dep.) at 127.) In a letter dated December 4, 2000, Equifax informed Plaintiff that it had “reinvestigate[d]” the disputed information and had “verified” that the information regarding the Sears account was correct. (Pl.’s Resp. to Equifax’s Mot. for Part. Summ. J., Ex. C.) Plaintiff again called Equifax (Fluellen Dep. at 141), and Equifax informed Mr. Sheffer that it had “deleted” the Sears account from his Equifax credit report. (Pl.’s Resp. to Equifax’s Mot. for Part. Summ. J., Ex. D.) Nevertheless, an Equifax credit report dated December 28, 2001 included information about the Sears account, including the “CONSUMER DECEASED” notation. (Pl.’s Resp. to Equifax’s Mot. for Part. Summ. J., Ex. E at 5; Fluellen Dep. at 150-51.)

In April 2002, Mr. Sheffer’s attorney sent a letter to Trans Union disputing a similar “DECEASED” statement in his Trans Union credit report. (Compl., Ex. 11.) In correspondence dated May 6, 2002, Trans Union informed Plaintiff that the results of its investigation with respect to the Sears account was that information was “verified, no change.” (Compl., Ex. 14.) In June 2002, Plaintiff’s attorney informed Trans Union that he “disavow[ed] ownership” of the Sears account (Compl., Ex. 15), and thereafter Trans Union deleted the information related to the Sears account from Plaintiff’s credit report.

## **II. STANDARD OF REVIEW**

Summary judgment is appropriate when the record discloses no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *See FED. R. CIV. P. 56(c); see also*

*Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986). In reviewing the record, “a court must view the facts in the light most favorable to the nonmoving party and draw all inferences in that party’s favor.” *Armbruster v. Unisys Corp.*, 32 F.3d 768, 777 (3d Cir. 1994). The moving party bears the burden of showing that the record reveals no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law. *See* FED. R. CIV. P. 56(c); *Anderson*, 477 U.S. at 247. Once the moving party has met its burden, the non-moving party must go beyond the pleadings to set forth specific facts showing that there is a genuine issue for trial. *See* FED. R. CIV. P. 56(e); *see also Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 585-86 (1986). “There is no issue for trial unless there is sufficient evidence favoring the nonmoving party for a jury to return a verdict for that party.” *Anderson*, 477 U.S. at 249. “Such affirmative evidence – regardless of whether it is direct or circumstantial – must amount to more than a scintilla, but may amount to less (in the evaluation of the court) than a preponderance.” *Williams v. Borough of W. Chester*, 891 F.2d 458, 460-61 (3d Cir. 1989).

### III. DISCUSSION

#### A. Applicable Standards Under §§ 1681i and 1681e

As a general matter, Congress enacted the requirements set forth in the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, to “insure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer’s right to privacy.” 15 U.S.C. 1681(a)(4)(2003).<sup>2</sup> Particularly relevant to the instant action is the FCRA’s requirement

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<sup>2</sup> Equifax does not contend that it is entitled to summary judgment on Plaintiff’s claims under §§ 1681e and 1681i, except to the extent that Plaintiff seeks punitive damages.

that credit reporting agencies investigate consumers' disputes about the information in their credit files. Section 1681i provides:

If the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly of such dispute, the agency shall reinvestigate free of charge and record the current status of the disputed information, or delete the item from the file. . . .

15 U.S.C. § 1681i(a)(1)(A). Remarking on the "grave responsibilities" of credit reporting agencies, the Third Circuit has emphasized that such agencies must do more than "merely parrot[] information received from other sources. Therefore, a 'reinvestigation' that merely shifts the burden back to the consumer and the credit grantor cannot fulfill the obligations contemplated by the statute." *Cushman v. Trans Union Corp.*, 114 F.3d 220, 225 (3d Cir. 1997). Similarly, the Third Circuit has held that "in order to fulfill its obligation under § 1681i(a), a credit reporting agency may be required, in certain circumstances, to verify the accuracy of its initial source of information." *Id.* As the Third Circuit has indicated, the scope of an agency's duty to go beyond the original source depends on a number of factors, including: (1) whether the consumer has alerted the reporting agency to the possibility that the source may be unreliable or the reporting agency knows or should know that the source is unreliable; and (2) the cost of verifying the accuracy of the source versus the possible harm inaccurately reported information may cause the consumer. *See id.* "Whatever considerations exist, it is for 'the trier of fact [to] weigh these factors in deciding whether [an agency] violated the provisions of section 1681i.'" *Id.* at 225-26 (quoting *Henson v. CSC Credit Servs.*, 29 F.3d 280, 287 (7th Cir. 1994)).

Section 1681e(b) provides: "Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information

concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b). In order to succeed on his § 1681e(b) claim, Mr. Sheffer must establish each of the following of four elements: (1) inaccurate information was included in his credit report; (2) the inaccuracy was due to a Defendant’s failure to follow reasonable procedures to assure maximum possible accuracy; (3) he suffered injury; and (4) his injury was caused by the inclusion of the inaccurate entry. *See Philbin v. Trans Union Corp.*, 101 F.3d 957, 963 (3d Cir. 1996).

A reasonable jury could find that Trans Union violated either or both of these sections. Regarding Plaintiff’s § 1681i claim, the evidence suggests that Trans Union merely parroted information provided by other sources, despite the fact that Plaintiff provided information supporting his assertion that the “DECEASED” statement was incorrect (Compl., Ex. 10), and, consequently, there is sufficient evidence for the issue of whether Trans Union violated § 1681i to be decided by a jury. *See Cushman*, 227 F.3d at 225. Turning to the § 1681e(b) claim, the Third Circuit has discussed three approaches – without endorsing any of the three – for determining whether a plaintiff has presented sufficient evidence to survive summary judgment. *See Philbin*, 101 F.3d at 964-65. Under the most stringent approach, Mr. Sheffer “must minimally present some evidence from which a trier of fact can infer that the consumer reporting agency failed to follow reasonable procedures in preparing a credit report.” *Stewart v. Credit Bureau, Inc.*, 734 F.2d, 47 51 (D.C. Cir. 1984); *see also Philbin*, 101 F.3d at 965 (characterizing *Stewart* approach as “more stringent”); *Cousin v. Trans Union Corp.*, 246 F.3d 359, 368 (5th Cir. 2001) (holding that question of whether agency followed reasonable procedures is typically a fact question reserved for jury) (*citing Cahlin v. Gen. Motors Acceptance Corp.*, 936 F.2d 1151, 1156 (11th Cir. 1991)). Here, the Trans Union report indicated

both that Plaintiff was born in 1969 and that the account was opened in 1965.<sup>3</sup> Furthermore, the Sears account was the only account among approximately two dozen that included the “deceased” notation. These inconsistencies provide a basis from which a jury could infer that the procedures were unreasonable.

Trans Union also argues that it is entitled to summary judgment because Plaintiff has not produced any evidence of actual damages. This argument is unpersuasive. At the very least, Plaintiff may be entitled to damages for the emotional distress he may have suffered in connection with his efforts to correct the error in his Trans Union consumer file and in obtaining credit from a jewelry store around the time he was attempting to have the error corrected. *Cf. Philbin*, 101 F.3d at 963 n.3 (noting that plaintiff in FCRA case is not required to produce evidence of emotional damages with high degree of specificity); *Fischl v. Gen. Motors Acceptance Corp.*, 708 F.3d 143, 151 (5th Cir. 1983) (“Even where no pecuniary or out-of-pocket loss has been shown, the FCRA permits recovery for humiliation and mental distress.”).

#### **B. Punitive Damages**

Under § 1681n, “[a]ny person who willfully fails to comply with any requirement imposed under [the FCRA] with respect to any consumer is liable to that consumer in an amount equal to the sum of . . . such amount of punitive damages as the court may allow.” 15 U.S.C. § 1681n. “To show willful noncompliance with the FCRA, [a plaintiff] must show that defendants ‘knowingly and

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<sup>3</sup> Trans Union takes the position that this inconsistency does not show that its procedures were unreasonable because in the case of jointly-held accounts the date an account is opened may precede the consumer’s date of birth. However, in the instant case it is disputed whether there was a reasonable basis for not acting on this inconsistency, i.e., whether one could have reasonably believed that Plaintiff’s account was actually a joint account, and, as such, summary judgment is inappropriate.

intentionally committed an act in conscious disregard for the rights of others,’ but need not show ‘malice or evil motive.’” *Philbin*, 101 F.3d at 970 (*quoting Pinner v. Schmidt*, 805 F.2d 1258, 1263 (5th Cir. 1986)). “[T]o justify an award of punitive damages, a defendant’s actions must be on the same order as willful concealments or misrepresentations [such as the adoption of a] reinvestigation policy either knowing that policy to be in contravention of the rights possessed by consumers pursuant to the FCRA or in reckless disregard of whether the policy contravened those rights.” *Cushman*, 115 F.3d at 226.

Equifax and Trans Union contend that Plaintiff cannot show “wilfulness” under the FCRA. I disagree with both Defendants. As another court has held, punitive damages may be warranted where the evidence shows that inaccuracies in credit reports arise from something more than “an isolated instance of human error which [the agency] promptly cure[s].” *Boris v. Choicepoint Servs.*, 249 F. Supp. 2d 851, 862 (W.D. Ky. 2003). Here, there is evidence regarding the conduct of Equifax and Trans Union suggesting that the problems that Mr. Sheffer experienced were not the result of mere human error and that the errors were not promptly cured. (Fluellen Dep. at 85-85; 97-99, 150; Pl.’s Resp. to Trans Union’s Mot. for Summ. J., Ex. E at 61-64.) On this basis, a jury may be able to find that Defendants acted with conscious or reckless disregard to the rights of consumers. For these reasons, I reject Defendants’ arguments that they are entitled to summary judgment on Plaintiff’s punitive damages claims. However, I note that I will be in a better position to assess the merits of these claims when they are put into a fuller context at trial, and, consequently, I deny Defendants’ motions without prejudice to their rights to reassert their arguments regarding punitive damages in an appropriate motion under Federal Rule of Civil Procedure 50.

**C. Credit Defamation**

Defendants Sears, Equifax, and Trans Union argue that they are entitled to the summary judgment on Plaintiff's claims for defamation under Pennsylvania law. Although there is relatively little discussion of defamation claims under Pennsylvania law in cases involving credit reports, precedent suggests that a false statement in a credit report may qualify as defamatory if it tends to deter third persons from dealing with the plaintiff. *See McCain v. Pennbank*, 549 A.2d 1311, 1314 (Pa. Super. Ct. 1988). Moreover, because the parties have not addressed the defamation claims in detail and such claims are preempted by the FCRA absent a showing of malice or willfulness, 15 U.S.C. § 1681h(e), I will deny Defendants' motions with respect to the defamation claims without prejudice to their rights to raise their arguments again at trial.

**IV. CONCLUSION**

Accordingly, I deny Defendants' motions for summary judgment. An appropriate Order follows.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>RICHARD SHEFFER,</b>	:	
Plaintiff,	:	<b>CIVIL ACTION</b>
	:	
<b>v.</b>	:	
	:	
<b>EXPERIAN INFORMATION</b>	:	
<b>SOLUTIONS, INC., et al.,</b>	:	<b>No. 02-7407</b>
Defendants.	:	

**ORDER**

AND NOW, this 24<sup>th</sup> day of July, 2003, upon consideration of Trans Union, LLC's Motion for Summary Judgment, Equifax Information Services, LLC's Motion for Partial Summary Judgment, Plaintiff Richard L. Sheffer's responses thereto, and Defendant Sears Roebuck & Co.'s Joinder to Motions for Summary Judgment, and for the foregoing reasons, it is hereby **ORDERED** that:

1. By agreement of the parties, Equifax, Inc. is **DISMISSED** as a Defendant in this action.
2. Trans Union, LLC's Motion for Summary Judgment (Document No. 37) is **DENIED**.
3. Equifax Information Services, LLC's Motion for Partial Summary Judgment (Document No. 38) is **DENIED**.
4. Defendant Sears Roebuck & Co.'s Joinder to Motions for Summary Judgment (Document No. 44) is **DENIED**.

**BY THE COURT:**

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**Berle M. Schiller, J.**



**GE Consumer Finance**

GE Consumer Finance  
1600 Summer Street, Stamford, CT 06927

September 9, 2004

Ms. Sue Wolsfeld  
Consumer Justice Center  
324 East County Road D  
Little Canada, MN 55117

RE: Penny Lee Anderson  
Your File Number: 8228  
Court File Number: WD WI 03-C-0510-C

Dear Ms. Wolsfeld:

In further compliance with your subpoena dated May 13, 2004, enclosed you will find a copy of the Archived Application Information for Penny L. Anderson. This information will supplement the previously provided information dated June 14, 2004. This response is made on behalf of Monogram Credit Card Bank of Georgia.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge.

Should you have any additional questions upon review of this information, please feel free to call Ms. Charlene Porter at (800) 419-5010, ext. 7064. Thank you for your patience in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nicola Corea".

Nicola Corea  
Corporate Consumer Relations  
GE Consumer Finance

Enclosures

**GECCS/PLA 0001**

Exhibit R

JUL-08-2004 THU 02:18 PM GE CCCC

APPLICATION DATE: 10/28/2002

SELECT CONFINTE  
SELECT CONFINTE RETAIL PROGRAM  
ARCHIVED APPLICATION INFORMATION

ARCHIVE DATE: 10/13/2002  
PAGE: 33082

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ACCOUNT NUMBER:

APPL: INDIVIDUAL OPRK: 111 STATUS: DECLINED  
CREDIT DESIRED: .00  
CREDIT APPROVED: 2,500.00

BORROWER INFO:  
NAME: PENNY L ANDERSON  
SOC. SECURITY: 001-54-9000  
DATE OF BIRTH: 12/11/1970  
AGE: 31

CURRENT EMPLOYMENT INFO:  
EMPLOYER: LAKEVIEW HOSPITAL  
TIME EMPLOYED: 00 YEARS 00 MONTHS POSITION:  
MTHLY INCOME: 30,000.00  
PHONE NUMBER: (681) 439-5330  
ADDRESS: ANDREWS

## CURRENT ADDRESS INFO:

ADDRESS STATUS: (O/R/B) 0  
TIME AT RESID: 00 YEARS 00 MONTHS  
MONTHLY INT: 23.00  
PHONE NUMBER: (715) 246-2213  
ADDRESS: 1614 HALLWOOD RD  
NEW RICHMOND WI 54017

OTHER INCOME: ,00  
TOTAL APPL INCOME: 30,000.00

APPL PROCESSING STEP	STATUS	RESULT
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PRE VALIDATION	C	AC
CROSS CHECK	C	AC
APPL SCORING	C	AC
VERIFICATION	X	
CREDIT BUREAU	C	AC
COMBINE SCORING	C	AC
FINAL JUDGEMENT	S	RD
BETUP		

## COMMENTS:

## CREDIT SCORING:

## APPLICATION SCORING:

## CREDIT BUREAU SCORING:

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TOTAL # INQUIRIES LAST 3 MOS	54-	RATIO SAT/TOTAL TRADES	0
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APPL SCORING TOTAL: 0

CRED BUREAU TOTAL: 782

TOTAL SCORE: 782

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FAX NO. 888222178

APPLICATION DATE: 10/28/2002

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PAGE: 33983

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KOMIKS.COM

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CREDIT APPROVED: 2,500.00

**CO-BORROWER INFO:**

PARENT EMPLOYMENT INFO:

**EMPLOYER:**

TIME EMPLOYED: 00 YEARS

**CURRENT ADDRESS INFO:**

TIME AT RESID: DD YEARS GG MONTHS

## MONTHLY FMT:

PHONE NUMBER: (000) 000-0000

**ADDRESS:**

WILSON - 2017-01-01

**OTHER INCOME:**

\*\*\*\*\* APPLICATION MEMOS \*\*\*\*\*

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10/20/2002 HLL DECLINE: AND CONDITIONS REQUIRED.  
10/28/2002 HLL THIS FOLLOWING LETTER WAS FROM LENDER RELATING TO:  
10/28/2002 HLL MEMO: BAN WEST ON PUBLIC RECORD ACTION  
10/28/2002 HLL MEMO: LIMITED CREDIT EXPERIENCE  
10/28/2002 HLL MEMO: EXCESSIVE INQUIRIES ON CREDIT BUREAU  
10/28/2002 HLL MEMO: INSUFFICIENT CURRENT RATED ACCOUNTS  
10/28/2002 HLL MEMO: AMOUNT OF INDEBTEDNESS  
10/28/2002 HLL MEMO: APPLICANT INFORMED PER BUREAU  
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APPLICATION DATE: 10/28/2002

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ARCHIVE DATE: 12/13/2003  
PAGE: 03984

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FAX NO. 8882222178

P. 05

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P. 06

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FAX NO. 8882222178

APPLICATION DATE: 10/28/2002

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PAGE: 30987

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TRD 11 DAYS AS AGR KBUSA-ASF PR 155PA00737 CO-MAKER M 357  
0018 518457 02/00FA08/95 H 21468 0 0 0 0 0  
\*\*\*\*\* PAID ACCOUNT / ZERO BALANCE  
LST ACT/CLSD DT 02/00 AUTO  
# PAY 0 LAST PAID  
TRD 80 TOO NEW/NONE CROSS CTRY MH 458BB02969 JOINT 0  
0019 51449070916 04/99BB00795 H 500 0 0 0 0 0  
\*\*\*\*\* CREDIT CARD  
LST ACT/CLSD DT 04/99 AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
TRD 11 PAYS AS AGR BANK ONE BB 152BB00795 INDIVIDUAL 0  
0020 10000116900001 02/00BB07/53 H 3626 0 0 0 0 0  
\*\*\*\*\*  
LST ACT/CLSD DT 03/94  
# PAY 0 LAST PAID  
RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 10  
RPT TIME 13:15:23 REF # CR100023002301130825A11 BUR USED (CB) ALT ( )  
RTG DESC MEMBER NAME MEMBER# ECOA TERMS STA-DT  
ACCOUNTS RPT-DT OPN-DT HI-CRS BALG P/D\$ 30 60 90 LNTYPE  
TRD 10 TOO NEW/NONE BANK ONE PR 152BB00795 INDIVIDUAL 0  
0021 100001169000603 10/99BB08/03 H 2000 0 0 0 0 0  
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LST ACT/CLSD DT 10/93  
# PAY 0 LAST PAID  
DATE MEMBER NAME MEMBER#  
ING 03/10/01 FACTL DIA 73 146EB13816  
ING 03/14/01 CRST 2B 616904808  
ING 02/01/01 FACTL DIA 2B 146EB11618  
ING 08/25/01 FORD MOTOR AN 612AN16724  
ING 08/07/02 BTWTR FORD AN 612AN16404  
RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 11  
RPT TIME 13:15:23 REF # CR100023002301130825A11 BUR USED (CB) ALT ( )  
DATE MEMBER NAME MEMBER#  
ING 08/02/02 TOOSLEY FO AN 612AN00604  
ING 07/02/02 RANNAMEKIC H6 241BB02480  
ING 07/30/01 GLUMBERLND HF 2861HF02566  
ING 02/20/01 WELLSFARGO FM 491FM06310  
ING 02/02/01 CENTENNIAL FM 234FM31023  
ING 12/22/00 T-MORTLE UT 810UTP81180  
ING 11/02/00 CRPONERBANK BB 481BB00672  
ING 11/06/00 TOOSLEY FO AN 612AN00604  
SSN VARIATION SSN ST DTE DTH PLG CODE  
SSN Y 001289006 NH 00/76

APPLICATION DATE: 10/28/2002

SELECT COMFORT  
 SELECT COMFORT RETAIL PROGRAM  
 ARCHIVED APPLICATION INFORMATION

ARCHIVE DATE: 12/13/2002  
 PAGE: 33968

ORGANIZATION: S10 TYPE: 002 SO/RGN CODE:  
 APPLICATION NUMBER: 3002301130825  
 ACCOUNT NUMBER:

APPL: INDIVIDUAL OPER: BILL STATUS: DECLINED  
 CREDIT DESIRED: .00  
 CREDIT APPROVED: 2,500.00

RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 12  
 RPT TIME 13:18:23 REF # CS100022002301130825A11 BUR USED (CD) ALT ( )  
 \*\*\*\*\*END OF REPORT\*\*\*\*\*  
 RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 1  
 RPT TIME 13:18:23 REF # CS100022002301130825A11 BUR USED (TU) ALT ( )  
 ....INPUT....SURREAU.....M VAR HIT IND  
 NAM ANDERSON PENNY L (A) ANDERSON PENNY L ( ) Y \* 0000 Y  
 SPNN  
 STR 1614 WILLOWOOD (C) 1614 WILLOWOOD ( ) N 034 -REC VR  
 CTY NEW RICHMOND WI NEW RICHMOND WI Y \* -TYPE C  
 ZIP 54017 54017 Y \* # MULR HI/1  
 SSN 001-58-5006 001-58-5006 Y \* TME-ADDR  
 DOB 12111970 12001970 Y \* 00/11  
 PHON 715-246-2213 000-246-2213 N 38 C8# OBRA  
 FILE-DT 08/06/91 LAST ACTIVITY 10/21/02 LATEST INQUIRY 10/28/02  
 RT B/H 2400 12 MZ 2 DG 2 0 1 2 3 4 5 \* 7 8 9 TOTAL  
 #30 444ST HANK 1 7 8  
 #60 AGE UKP 899 BANKCARD 2  
 #80 DEATH Y RETAIL 3 2  
 PR DBERG TR DBERG 3 FINANCE 3 1  
 PTN TR 4 TR DISP MEDICAL  
 OLD TR 111 INQ 5 OTHER 2 0  
 # SAT 17 TRX 16 TOTAL 1 16 2 22  
 TOT TR 23 RAT S/T 77 8ATSC 3 KBCOPN 112 PFMAL 20443 ENTRAL 1047  
 FICO DELPHI 0PRAUD 0PNL12 J0NG 2REV12 6RECDLQ 12RECMDLQ 98RESTR 3  
 LS G5 L54 2DG48 2N30 N60 N3060 COMP 6 BKTRD 3 DTRD 8 CUSTMAG N  
 MSG ADA NMPPAY 3295METHAT 2600  
 RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 2  
 RPT TIME 13:18:23 REF # CS100022002301130825A11 BUR USED (TU) ALT ( )  
 \*TRANS ALERT: INPUT ADDRESS MATCH \*CODE: 0--  
 \*TRANS ALERT: INPUT SSN MATCHER FILE SSN \*CODE: 0--  
 \*TRANS ALERT: VIP CODE IS VALID \*CODE:-- U--  
 \*TRANS ALERT: INPUT BURNAME MATCHED FILE \*CODE:--- 0  
 \*HANK ALERT: PHONE AND SSN CLEAR \*CODE: 1---  
 \*TRANS ALERT: NUMBER OF INQUIRIES IN THE LAST 60 DAYS \*CODE: 1---  
 \*HANK ALERT: CURRENT ADDRESS CLEAR \*CODE: 1---  
 \*HANK ALERT: PREVIOUS ADDRESS CLEAR \*CODE: 1---  
 \*CODE:---

PRYOR NAMES / SPOUSE / SSN

NAM	HOUSE#	STREET NAME	ROGGO, PENN
NAM	CITY	ST	UNMUTON, WI
ADR	1614	WILLOWOOD	STR TYPE BOX ROUTE DR APT
	NEW RICHMOND	WI	PHONE R/O/B REG DT RDY DT CD
ADR	1306	HERITAGE	AV 11/00
	NEW RICHMOND	WI	DB 17
ADR	870	97TH	ST 10/99

JUL-08-2004 THU 02:20 PM GE CCCC

APPLICATION DATE: 10/28/2002

SELECT COMFORT  
SELECT COMFORT RETAIL PROGRAM  
ARCHIVED APPLICATION INFORMATION

ARCHIVE DATE: 12/13/2002  
PAGE: 23948ORGANIZATION: K10  
APPLICATION NUMBER: 2002301130025  
ACCOUNT NUMBER:APP: INDIVIDUAL OPER: NLL STATUS: DECLINED  
CREDIT DESIRED: .00  
CREDIT APPROVED: 2,500.00

AMERY NI 54001  
RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 1  
RPT TIME 13:08:29 REF # C100022002301130925A11 BUR USED (TU) ALT ( )  
EMPLOYER CITY STATE DATE OCCUPATION  
EMP LAKEVIEW HOSPITAL 02/02  
EMP LAKEVIEW HOSPITAL 06/01  
RTG DESC MEMBER NAME MEMBERS RCOA TERMS STA-DT  
ACCOUNT# RPT-DT OPEN-DT HI-CRS BAL# P/D# 30 60 90 INTYPE  
TRD 088 PD CHG OFF CST COLLECTN Y 0818008 INDIVIDUAL 0  
0001 741619 10/01/07/98 M 148 0 0 0 0 UNKNOWN  
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LST ACT/CLBU DT 00/00 # PAY 0 LAST PAID 02/00  
TRD 088 PD CHG OFF CST COLLECTN Y LVCK001 INDIVIDUAL 0  
0002 7543787 01/01/07/98 H 173 0 0 0 0 COLLECT  
\*\*\*\*\* PAID COLLECTIONS  
LST ACT/CLSD DT 00/00 # PAY 0 LAST PAID  
RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 4  
RPT TIME 13:08:29 REF # C100022002301130925A11 BUR USED (TU) ALT ( )  
RTG DESC MEMBER NAME MEMBERS RCOA TERMS STA-DT  
ACCOUNT# RPT-DT OPEN-DT HI-CRS BAL# P/D# 30 60 90 INTYPE  
TRD ROI PAID/PAY AGR GEAR 8256413 INDIVIDUAL N 18  
0003 357911349 10/02/06/98 C 800 779 0 0 0 CHARGE A  
CCCCCCCCCCCCCCCCCCCCCCCC  
LST ACT/CLSD DT 00/00 # PAY 0 LAST PAID  
TRD ROI PAID/PAY AGR MCCHE6/JCPENN D 1972157 INDIVIDUAL 0  
0004 1916502317 10/02/08/98 C 1900 0 0 0 0 CHARGE A  
CCCCCCCCCCCCCCCCCCCC ACCOUNT CLOSED BY CONSUMER  
LST ACT/CLSD DT 12/01 # PAY 0 LAST PAID  
TRD ROI PAY/PAY AGR CAR UNTY BK B 24UR126 DECEASED N 56  
0005 422700948440 10/02B 04/98 H 1987 1947 0 0 0 CREDIT C  
CCCCCCCCCCCCCCCCCCCC  
DECEASED  
LST ACT/CLSD DT 00/00 # PAY 0 LAST PAID  
RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 6  
RPT TIME 13:08:29 REF # C100022002301130925A11 BUR USED (TU) ALT ( )  
RTG DESC MEMBER NAME MEMBERS RCOA TERMS STA-DT  
ACCOUNT# RPT-DT OPEN-DT HI-CRS BAL# P/D# 30 60 90 INTYPE  
TRD ROI PAY/PAY AGR NWK MED CO O 1014008 JNT-CONTRA M 315  
0006 13639774 10/02/08/02 H 25000 25000 0 0 0 SECURED  
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LST ACT/CLSD DT 00/00 # PAY 60 LAST PAID  
TRD M01 PAYD/PAY AGR WLD PRG MTGE B 47NG003 JNT-CONTRA M 1565  
0007 4728571702 09/02B 05/01 H 170000 165784 0 0 0 FHA R/E

GECF/PLA 0009

JUL-08-2004 THU 02:27 PM GE CCCC

APPLICATION DATE: 10/28/2002

SELECT COMWRT  
SELECT COMFORT RETAIL PROGRAM  
ARCHIVED APPLICATION INFORMATIONARCHIVE DATE: 12/13/2002  
PAGE: 23890ORGANIZATION: B10 TYPE: 002 SOURCE CODE: APPL: INDIVIDUAL OPER: NLL STATUS: DECLINED  
APPLICATION NUMBER: 2002301130825  
ACCOUNT NUMBER:

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 LST ACT/CLSD DT 00/00      # PAY 300 LAST PAID  
 TRD 101 PAID/PAY AGR MFFINANCIAL F 4462910 JNT-CONTRA 0  
 0008 107300128428075 09/02F 07/01 H 1500 0 0 0 0 CHARGE A  
 CCCCCC\*\*\*\*\*  
 LST ACT/CLSD DT 00/00      # PAY 0 LAST PAID 12/01  
 RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 6  
 RPT TIME 13:08:29 REF # C8100022002301130825A11 BUR USED (TU) ALT ( )  
 RTG DESC MEMBER NAME MEMBER# ECNA TERMS STA-DT  
 ACCOUNT# RPT-DT OPEN-DT HI-CHG BAL# P/D# 30 60 90 INTTYPE  
 TRD 101 PAID/PAY AGR SEC BANK B 4660004 JNT-CONTRA M 261  
 0009 406995201287126 09/02B 12/01 H 22774 22762 0 0 0 HOME IMP  
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 LST ACT/CLSD DT 00/00      # PAY 0 LAST PAID  
 TRD 101 PAID/PAY AGR FRD MOTOR CR G 3796842 JNT-CONTRA M 261  
 0010 JH2121H000 08/02G 06/98 H 21060 8073 0 0 0 AUTO  
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 LST ACT/CLSD DT 00/00      # PAY 0 LAST PAID  
 TRD 101 PAID/PAY AGR FRD MOTOR CR F 3796743 JNT-CONTRA M 261  
 0011 EB036121R/ 08/02F 11/00 H 18996 11047 0 0 0 AUTO  
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 LST ACT/CLSD DT 00/00      # PAY 0 LAST PAID  
 RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 7  
 RPT TIME 13:08:29 REF # C8100022002301130825A11 BUR USED (TU) ALT ( )  
 RTG DESC MEMBER NAME MEMBER# ECNA TERMS STA-DT  
 ACCOUNT# RPT-DT OPEN-DT HI-CHG BAL# P/D# 30 60 90 INTTYPE  
 TRD 101 PAID/PAY AGR CRES CMNTY BR B 210003 INDIVIDUAL 0  
 0012 422708724010 08/02B 08/98 H 41960 0 0 0 0 CREDIT C  
 CCCCCCCCCCCCCCCCCCCCC ACCOUNT CLOSED BY CONSUMER  
 LST ACT/CLSD DT 01/02      # PAY 0 LAST PAID  
 TRD 101 PAID/PAY AGR FRD MOTOR CR F 3796743 JNT-CONTRA M 261  
 0013 EB0156C71Y 08/02F 08/01 H 27306 0 0 0 AUTO  
 CCCCCC\*\*\*\*\*  
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 TRD 101 PAID/PAY AGR YACCE/ERDPRTY E 6372038 INDIVIDUAL M 26  
 0014 16880006101Y 06/02E 03/01 H 2600 313 0 0 0 STUDENT  
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 LST ACT/CLSD DT 00/00      # PAY 0 LAST PAID  
 RPT DATE 10/28/02 CREDIT BUREAU SUMMARY REPORT PAGE 8  
 RPT TIME 13:08:29 REF # C8100022002301130825A11 BUR USED (TU) ALT ( )

GCF/PLA 0010

JUL-08-2004 THU 02:28 PM GE CCCC

APPLICATION DATE: 10/28/2002

ORGANIZATION: 810  
APPLICATION NUMBER: 2002301130823  
ACCOUNT NUMBER:SUBJECT COMFORT  
SELECT COMFORT RETAIL PROGRAM  
ARCHIVED APPLICATION INFORMATIONARCHIVE DATE: 12/13/2008  
PAGE: 38591

ORGANIZATION:	TYPE:	CODE:	APPL#:	INDIVIDUAL	OPER:	HLL	STATUS:	DECLINED
				CREDIT DESIRED:		.00		
				CREDIT APPROVED:		2,500.00		
RTG	DESC	MEMBER NAME	MEMBER#	ECCOA	TERMS	STA-DT		
ACCOUNT#	RPT-DT	OPEN-DT	H/CNS BAL/S	P/D/S	30 60 90	LNTYPE		
TRD 101 PAID/PAY AGR LNSCP/3RDPROPERTY K	6372038							
0016 15890061022 06/02E 03/01 H	3625	658	0	0	0	STUDENT		
***** LST ACT/CIRD DT 09/04 # PAY 0 LAST PAID								
TRD 101 PAID/PAY AGR CAPITAL 1 BK S	137V001	INDIVIDUAL			0			
0016 412171152831 02/02B 01/99 K	1282	0	0	0	0	CREDIT C		
***** CCCCCCCCCCCCCCCCCCCC ACCOUNT CLOSED BY CONSUMER								
LST ACT/CLSD DT 02/02 # PAY 0 LAST PAID								
TRD 101 PAID/PAY AGR USA C/LNSVS V	4268001	INDIVIDUAL	M		0			
0017 158800601307935 04/01V 07/93 H	3625	0	0	0	0	STUDENT		
***** *****C*-*C** TRANSFERRED TO ANOTHER LENDER								
LST ACT/CLSD DT 03/01 # PAY 0 LAST PAID								
RTF DATE 10/28/02	CREDIT BUREAU SUMMARY REPORT						PAGE	9
RPT TIME 13:08:28	REF #	C6100022001301120825A11	BUR USED (TU)	ALT (	)			
RTG	DESC	MEMBER NAME	MEMBER#	ECCOA	TERMS	STA-DT		
ACCOUNT#	RPT-DT	OPEN-DT	H/CNS BAL/S	P/D/S	30 60 90	LNTYPE		
TRD 101 PAID/PAY AGR USA C/LNSVS V	4268001	INDIVIDUAL	M		0			
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LST ACT/CLSD DT 03/01 # PAY 0 LAST PAID								
TRD 101 PAID/PAY AGR MUUSA-ASF	Q SUNX002	VO-MAKER	M	387				
0019 516497	03/94B 08/95 H	21468	0	0	0	AUTO		
***** *****CCCCCCCCCCCCCLOSED								
LST ACT/CLSD DT 05/99 # PAY 0 LAST PAID								
TRD 101 PAID/PAY AGR SKL AZ UTIN B	33MF001	INDIVIDUAL			0			
0020 10000158300601	03/94B 07/93 H	2425	0	0	0	STUDENT		
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LST ACT/CLSD DT 09/00 # PAY 0 LAST PAID								
RTF DATE 10/28/02	CREDIT BUREAU SUMMARY REPORT						PAGE	10
RPT TIME 13:08:29	REF #	C6100022001301120826A11	BUR USED (TU)	ALT (	)			
RTG	DESC	MEMBER NAME	MEMBER#	ECCOA	TERMS	STA-DT		
ACCOUNT#	RPT-DT	OPEN-DT	H/CNS BAL/S	P/D/S	30 60 90	LNTYPE		
TRD 101 PAID/PAY AGR SKL AZ UTIN B	33MF001	INDIVIDUAL			0			
0021 10000158300602	10/93U 08/93 H	200D	0	0	0	STUDENT		
***** ***** TRANSFERRED ACCT								
LST ACT/CLSD DT 09/00 # PAY 0 LAST PAID								
TRD YUR UNRATED ABN-AMRO	634P004	JNT-CONTRA	M	1239				
0022 3900612148752	06/01B 10/00 H	166108	0	0	0	FHA R/E		
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GECE/PLA 0011

JUL-08-2004 THU 02:29 PM GE CCCC

APPLICATION DATE: 10/26/2002

SELECT COMFORT  
SELECT COMFORT RETAIL PROGRAM  
ARCHIVED APPLICATION INFORMATIONARCHIVE DATE: 10/13/0300  
PAGE: 33982ORGANIZATION: 810 TYPE: 00P SOURCE CODE:  
APPLICATION NUMBER: 2002301100826  
ACCOUNT NUMBER:APPLI INDIVIDUAL OPER: HLL STATUS: DECLINED  
CREDIT DESIRED: 00 CREDIT APPROVED: 2,600.00

LST ACT/CLSD DT 05/01 PAY 360 LAST PAID

DATE	MEMBER NAME	MEMBER #
INQ 10/28/02	CONSECO FIN.	F 0500017
INQ 10/21/02	WFFINANCE	F 0020018
RPT DATE 10/18/02	CREDIT BUREAU SUMMARY REPORT PAGE 11	
RPT TIME 13:08:19	REF # CU100022002301100826A11 RUR USWD (TU) ALT { }	1
DATE	MEMBER NAME	MEMBER #
INQ 05/15/02	FORD MOTOR	N 1235207
INQ 06/05/02	FORD MOTOR	N 1235007
INQ 07/02/02	E OF A	B 2300142
INQ 05/29/02	CAP ONE BANK	B 0122718
INQ 02/12/02	KOHLS DPT ST	D 0000514
INQ 11/18/01	S & C BANK	B 0041900
INQ 11/05/01	HB/BESTBUY	F 0000077
INQ 07/10/01	WFFINANCE	F 0020018
INQ 03/20/01	WDC	Z 0001208
INQ 03/20/01	F.MAC/WELLS	R 0001959
RPT DATE 10/28/02	CREDIT BUREAU SUMMARY REPORT PAGE 12	
RPT TIME 13:08:20	REF # CU100022002301100826A11 RUR USWD (TU) ALT { }	1
DATE	MEMBER NAME	MEMBER #
INQ 03/14/01	CBC MORTGAGE	B 0274799
INQ 02/02/01	CENTENNIAL M	R 0007091
INQ 02/01/01	FDC	Z 0001208
INQ 12/02/00	CAP ONE BANK	B 0130442
INQ 12/02/00	KEMERCARD	F 0200003
INQ 11/07/00	FORD MOTOR	N 1235207

\*\*\*\*\* END OF REPORT \*\*\*\*\*

GECF/PLA 0012